



**CITY COUNCIL REGULAR SESSION AGENDA**  
**Monday, June 06, 2016 - 6:00 PM**

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The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to Peggy Hawker, City Recorder at 541.574.0613.

The agenda may be amended during the meeting to add or delete items, change the order of agenda items, or discuss any other business deemed necessary at the time of the meeting.

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**1. CALL TO ORDER AND ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENT**

*This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments will be limited to three (3) minutes per person with a maximum of 15 minutes for all items. Speakers may not yield their time to others*

**4. PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS**

*Any formal proclamations or recognitions by the Mayor and Council can be placed in this section. Brief presentations to the City Council of five minutes or less are also included in this part of the agenda.*

**5. CONSENT CALENDAR**

*The consent calendar consists of items of a repeating or routine nature considered under a single action. Any Councilor may have an item on the consent agenda removed and considered separately on request.*

**5.A. Approval of May 2, 2016 Executive Session Minutes**

**5.B. Approval of City Council Meeting Minutes of May 16, 2016**

[May 16, 2016.docx](#)

**5.C. Approval of Minutes of Special Meeting of May 18, 2016**

[May 18, 2016.docx](#)

**5.D. Approval of Work Session Minutes of May 16, 2016**

[May 16, 2016.docx](#)

**5.E. Confirmation of the Mayor's Appointments to the Wayfinding Committee of Nairne Dickey, whose terms will expire on 12/31/16, and Michael Yost to fill the ex-officio/non-voting staff member from the Greater Newport Chamber of Commerce for a term expiring 12/31/16**

[City Manager Report and Recommendation-Mayor Appointments Confirmation.pdf](#)  
[Application for Wayfinding Committee.pdf](#)

**6. PUBLIC HEARING**

*This is an opportunity for members of the audience to provide testimony/comments on the specific issue being considered by the City Council. Comments will be limited to three (3) minutes per person.*

**6.A. Public Hearing - Consideration and Possible Adoption of Ordinance No. 2098 an Ordinance Extending the Bayfront, City Center, and Nye Beach Parking Districts for a period of twenty-four months.**

[City Manager Report and Recommendation - Public Hearing Ordinance No. 2098-Parking Districts.pdf](#)

[Agenda Summary](#)

[Ordinance No. 2098](#)

[ORS 223.112 to 223.132](#)

[Advisory Committee Minutes](#)

[Hearing Notices](#)

**6.B. Public Hearing - Consideration and Possible Adoption of Ordinance No. 2099, an Ordinance Repealing Ordinance No. 2071, which established a tax on the sale of marijuana, and marijuana infused products in the City of Newport.**

[City Manager Report and Recommendation - Public Hearing Ordinance No. 2099, Repealing Ord. No. 2071.pdf](#)  
[Ord. No. 2099 - Repealing Ord. No. 2071 Related to Marijuana Taxation.docx](#)

## **7. COMMUNICATIONS**

*Any agenda items requested by Mayor, City Council Members, City Attorney, or any presentations by boards or commissions, other government agencies, and general public will be placed on this part of the agenda.*

### **7.A. From Hatfield Marine Science Center - Update on Marine Science Initiative By Robert Cowen Executive Director of the Hatfield Marine Science Center**

[City Manager Report and Recommendation- Marine Science Initiative.pdf](#)  
[Letter of Support for Marine Study Campus Program.pdf](#)  
[Marine Science Initiative vision plan update 10-15 single pages.v2.pdf](#)

### **7.B. From the Greater Newport Chamber of Commerce - Annual Report & Request of Extension of the Tourism Promotion Services Contract between the City and the Chamber**

[City Manager Report and Recommendation-Chamber of Commerce Annual Report.pdf](#)  
[Letter from Greater Newport Chamber of Commerce Request for extension \(2\).pdf](#)  
[Annual City Report 2016.pdf](#)  
[Travel Impacts Report for 1991-2015.pdf](#)  
[Occupancy December 2015.pdf](#)  
[Visitor Statistics for 2014 to 2016.pdf](#)  
[Greater Newport Chamber of Commerce Agreement.pdf](#)

### **7.C. From Lincoln County Transit, Annual Report, Cynda Bruce, Program Director**

[City Manager Report and Recommendation- From Lincoln County Transit.pdf](#)  
[Lincoln County Transit Annual Report.pdf](#)

### **7.D. From the Oregon Coast Council for the Arts - OCCA Annual Management Report - Executive Director Catherine Rickbone**

[City Manager Report and Recommendation-OCCA Annual Report.pdf](#)  
[occa city mgmt report 2016 final.pdf](#)

### **7.E. From the Destination Newport Committee - Consideration of Award for a Tourism Marketing Grant for the New Lincoln County Fair**

[City Manager Report and Recommendation-Destination Comm Grants-New Lincoln County Fair.pdf](#)  
[Staff Report for New Lincoln County Fair.docx](#)  
[Fair Tourism Grant App 2016.pdf](#)

- 7.F. From the Destination Newport Committee - Recommendation to approve Tourism Marketing Grant Application for the Barrel to Keg Gravel to Pavement Bike Ride**  
[City Manager Report and Recommendation - Destination Recommendation-Barrel to Keg etc. ride.pdf](#)  
[Staff Report for Barrel to Keg Gravel to Pavement Bike Race.docx](#)  
[Tourism Marketing Grant Application for Community Services Consortium.pdf](#)
- 8. CITY MANAGER'S REPORT**  
*All matters requiring approval of the City Council originating from the City Manager and departments will be included in this section. This section will also include any status reports for the City Council's information.*
- 8.A. Memorandum of Understanding Between the Port of Newport and the City of Newport Regarding the Exchange of Dredge Materials for Clean Materials**  
[City Manager Report and Recommendation - Memorandum of Understanding with Port of Newport.pdf](#)  
[Letter and MOU from port of Newport.pdf](#)  
[MOU with Port of Newport RE dredge spoils Staff Report.docx](#)
- 8.B. Authorization of a Contract with the State of Oregon Office of Emergency Management (OEM) for Public Assistance for a Federally Declared Disaster.**  
[City Manager Report and Recommendation - Contract State of Oregon Emergency Mgmt..pdf](#)  
[OEM 4258-DR-OR agreement Staff Report 5-23-16.docx](#)  
[OEM 4258-DR-OR agreement.pdf](#)
- 8.C. Authorization to Reconfigure a Conservation Easement and Release of Public Road Easements within the Northgate Industrial Park**  
[City Manager Report and Recommendation - Reconfiguration of the City Conservation Easement.pdf](#)  
[Staff Report Reconfiguration of Conservation Easement.pdf](#)  
[Exhibit A Map](#)  
[QUIT CLAIM Release of Conservation Easement](#)  
[New Conservation Easement](#)  
[QUIT CLAIM Release of Public Road Easements](#)  
[1998 Declaration of Covenants](#)  
[Newport News-Times Article 7-12-95](#)
- 8.D. Possible Consideration and Adoption of Resolution No. 3752, a Resolution Rescinding Resolution 3694, which established a tax rate on recreational marijuana and marijuana infused products**



[City Manager Report and Recommendation - Establish Reso. No. 3752, and Rescind Reso. No. 3694.pdf](#)  
[Res. No. 3752 - Rescinding Res. No. 3694 - Establishing a Tax Rate on Recreational Marijuana.docx](#)

**8.E. Report on the Cascadia Rising Exercise that will take place on Tuesday, June 7 and Friday, June 10, 2016.**

[City Manager Report and Recommendation - Cascadia Event Training Exercises.pdf](#)

**8.F. Approval of the Canvass of Ballots from the May 17, 2016, Municipal Election and Measure 21-164-Resumption of Fluoridation of City of Newport Water Supply**

[City Manager Report and Recommendation-Canvass of Ballot from May 17-2016.pdf](#)  
[Staff Report - Canvass of Ballots - Fluoride Measure Election.docx](#)

**9. LOCAL CONTRACT REVIEW BOARD**

**9.A. Authorization of Change Order No. 4 with C&M Excavating & Utilities LLC for the SW Abalone - Brant Street Improvement Project**

[City Manager Report and Recommendation -- Local Contract Review Board - Change Order No. 4.pdf](#)

[Staff Report and Documentation for Change Order No. 4 with C & M Excavation & Utilities, LLC.pdf](#)

**10. REPORT FROM MAYOR AND COUNCIL**

*This section of the agenda is where the Mayor and Council can report any activities or discuss issues of concern.*

**11. PUBLIC COMMENT**

*This is an additional opportunity for members of the audience to provide public comment. Comments will be limited to five (5) minutes per person with a maximum of 15 minutes for all items. Speakers may not yield their time to others.*

**12. ADJOURNMENT**

# City Council Agenda Item Report

Agenda Item No. 2016-254

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

Approval of May 2, 2016 Executive Session Minutes

## **Recommendation:**

Approve the May 2, 2016 executive session minutes.

## **ATTACHMENTS**

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# City Council Agenda Item Report

Agenda Item No. 2016-303

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

Approval of City Council Meeting Minutes of May 16, 2016

## **Recommendation:**

Approve the minutes of the City Council meeting of May 16, 2016.

## **ATTACHMENTS**

- [May 16, 2016.docx](#)

**CITY COUNCIL MEETING**  
Oregon

May 16, 2016  
6:00 P.M.  
Newport,

**ROLL CALL**

The Newport City Council met on the above date in the Council Chambers of the Newport City Hall. On roll call, Busby, Sawyer, Swanson, Allen, Saelens, and Roumagoux were present. Engler was excused.

Staff in attendance were: Spencer Nebel, City Manager; Peggy Hawker, City Recorder/Special Projects Director; Steve Rich, City Attorney, Derrick Tokos, Community Development Director; Tim Gross, Public Works Director; Mike Murzynsky, Finance Director; and Mark Miranda, Police Chief.

**PLEDGE OF ALLEGIANCE**

Council, staff, and the audience participated in the Pledge of Allegiance.

**PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS**

**Proclamation – Recognizing Peter Vince, Videographer Instructor at Toledo High School.** Roumagoux read a proclamation recognizing Peter Vince for his work with the students performing the City Council videography. She noted that Vince is retiring from the Lincoln County School District, and that this will be his last day videotaping City Council meetings for the City of Newport.

**Proclamation – Recognizing Lincoln County Sheriff Dennis Dotson on His Retirement.** Roumagoux read a proclamation recognizing Lincoln County Sherriff Dennis Dotson on his retirement. Miranda accepted to the proclamation on Dotson's behalf.

**Proclamation - EMS Week.** Roumagoux read a proclamation recognizing EMS Week in the City of Newport. It was accepted by Amanda Yount from Pacific West Ambulance Company. Yount presented a plaque to the city.

**CONSENT CALENDAR**

The consent calendar consisted of the following items:

- A. Approval of City Council minutes from May 2, 2016;
- B. Approval of City Council work session minutes from May 2, 2016;
- C. Authorization for administrative approval of the 2016 OLCC license renewals;

D. Approval of a recommendation to the OLCC to issue a full, on-premise sales liquor license for a new outlet to Clearwater Restaurant, 325 SW Bay Boulevard.

MOTION was made by Sawyer, seconded by Swanson, to approve the consent calendar as presented. The motion carried unanimously in a voice vote.

### **PUBLIC HEARING**

**Public Hearing – Consideration and Possible Adoption of Ordinance No. 2097 Imposing a Three Percent Tax on Recreational Marijuana Sales in the City of Newport.** Hawker introduced the agenda item. Nebel reported that, if adopted, Ordinance No. 2097 would provide for a three percent tax on recreational marijuana. He noted that this ordinance would be referred to the voters at the November 8, 2016 election, and if the measure passes, the tax would be enacted.

Roumagoux opened the public hearing on Ordinance No. 2097 at 6:20 P.M. She called for public comment. There was none. She closed the public hearing for Council deliberation at 6:21 P.M.

Allen asked about the impact, and/or conflict, that this ordinance would have on Ordinance No. 2071, and the previously enacted resolution related to marijuana taxation. Rich noted that he could not think of any reason to keep Ordinance No. 2071 on the books. Nebel stated that Ordinance No. 2071 has specific administrative detail regarding definitions, and that it was the general consensus of staff that it provides a framework that may need to be modified if the tax is approved by the voters. Allen noted that this ordinance could be repealed at the next meeting.

MOTION was made by Allen, seconded by Swanson, to read Ordinance No. 2097, imposing a three percent tax on recreational marijuana sales in the City of Newport, by title only, and place for final passage. The motion carried unanimously in a voice vote. Voting aye on the adoption of Ordinance No. 2097 were Roumagoux, Saelens, Allen, Swanson, Sawyer, and Busby.

**Public Hearing and Possible Adoption of Resolution No. 3749 Approving a Rate Structure for Thompson's Sanitary Service, Inc., for Solid Waste, Recycling, and Composting, Effective July 1, 2016.** Hawker introduced the agenda item. Nebel reported that the city has a franchise agreement for solid waste, recycling, and composting with Thompson's Sanitary Service, Inc. He stated that under the terms of the franchise agreement, the franchisee shall charge and collect rates adopted by the City Council that are intended to produce a revenue requirement for the franchisee that is equal to the quotient of the allowable expenses divided by the operating ratio, with the range targeted to be 85% to 91%, with the midpoint being 88%. He added that the agreement also provides that on or before April 1, annually, the franchisee shall submit an annual report on operations, and that this report was received on March 30 and indicated that the operating ratio is at 92.14%.

Nebel reported that Thompson's Sanitary Services, Inc. is requesting that the rate adjustment for July 1, 2016, include 1.9% of the deferred revenue from the previous year, plus 85% of the appropriate Consumer's Price Index, with the total inflationary portion of the adjustment not exceeding 1% of rates. He stated that based on this

formula, the adjusted increase, as of July 1, 2016, would be an amount not to exceed 2.9%.

Roumagoux opened the public hearing at 6:30 P.M. She called for public comment. There was none. She closed the public hearing for Council deliberation at 6:31 P.M.

Joe Cook, and Aimee Thompson, were in attendance representing Thompson's Sanitary Service, Inc. They responded to Council questions.

MOTION was made by Swanson, seconded by Saelens, to adopt Resolution No. 3749 which establishes a maximum rate adjustment rate increase of 2.9% for Thompson's Sanitary Service, Inc., for solid waste, recycling, and composting, effective July 1, 2016. The motion carried unanimously in a voice vote.

## **COMMUNICATIONS**

**From Lincoln County Transit, Annual Report from Cynda Bruce, Program Director.** Hawker noted that Bruce was ill and unable to attend this meeting.

**From Environment Oregon Regarding Solarize Request – Charlie Fisher.** Hawker introduced the agenda item. Nebel reported that on behalf of Environment Oregon, Charlie Fisher, Clean Energy Advocate, will make a PowerPoint presentation on Solarize Lincoln County. He stated that the program is a collaboration between a municipality and a solar contractor to promote solar energy use, and in order to proceed with this issue, an estimated cost of \$10,000 county-wide has been identified with a goal of Lincoln County contributing \$5,000 and \$5,000 being contributed from the various city budgets.

Allen asked why Environment Oregon would not partner with a utility district, and Fisher stated that his organization would support a program operated by a utility company.

Saelens noted that the concept is an opportunity to utilize solar options with nice incentives. He added that the Lincoln County Board of Commissioners has not yet considered whether to formally adopt this program. He noted that it is anticipated that Lincoln County would contribute \$5,000 of the \$10,000 required for start-up, and that Lincoln County cities would contribute the additional \$5,000.

Allen asked whether this program could financially benefit the program that Saelens is employed with, and Saelens reported that it would not financially benefit the solid waste program. He added that the campaign manager would operate through an agreement with Solar Oregon.

A discussion ensued regarding the formation of a committee, and multiple solar companies working together.

Further discussion ensued regarding the possibility of a homeowner having a conflict with the contractor, and how that situation might be addressed.

Rio Davidson, a local solar contractor, talked with Council about the importance of the program's education component. He also discussed the financing, types of systems, and environmental components of the program.

Marletta Noe stated that she has studied this issue, and that there are many reasons that governments should not be involved.

Miranda reported that he is going into his third summer with solar and is really pleased.

Busby stated that his main concern is that this program is a case of the government subsidizing private business. He added that if the city wishes to contribute, it should allow other solar groups and energy providers.

Allen stated that it is his understanding that the city's money would not go toward rebates but only for informational materials as part of a workshop. Saelens stated that this is not a subsidy for the business. He explained the utility incentive programs.

It was the consensus of Council that Nebel draft a letter indicating that Council is interested in pursuing this opportunity if other Lincoln County jurisdictions are interested, and pending final program details.

## **CITY MANAGER'S REPORT**

**Approval of Intergovernmental Agreement between the City of Newport and Lincoln County for Building Code Services.** Hawker introduced the agenda item. Nebel reported that in 2009, the city entered into a building code services agreement with Lincoln County that makes building officials from the city and/or county available to cover each other when the counterpart is not available. He stated that the new agreement expands the scope to include reciprocal coverage for plan reviews and inspections required to implement the Oregon Electric, Plumbing, and Mechanical Specialty Codes.

MOTION was made by Sawyer, seconded by Saelens, to approve an intergovernmental agreement with Lincoln County for Building Code Services, and authorize the Mayor to execute the document. The motion carried unanimously in a voice vote.

**Consideration and Possible Adoption of Resolution No. 3745 Calling for an Election on the Imposition of a Three Percent Tax on the Sale of Recreational Marijuana in the City of Newport.** Hawker introduced the agenda item. Nebel reported that this resolution, if adopted, would refer Ordinance No. 2097, adopted earlier this evening, to the voters at the November 8, 2016 election.

Allen noted that all references to June 6, 2016, need to be substituted with today's date.

MOTION was made by Allen, seconded by Sawyer, to adopt, with the changes noted by Allen, Resolution No. 3745, a resolution calling for an election to refer to the voters of the City of Newport, Oregon, a measure that would impose a 3% tax on the sale of recreational marijuana items by a marijuana retailer. The motion carried unanimously in a voice vote.

**Consideration and Possible Adoption of Resolution No. 3750 – Revised Council Rules.** Hawker introduced the agenda item. Nebel reported that as was indicated in a work session, the Council Rules are proposed to be amended with a new section – “5.9 Use of City Owned/Issued Electronic Devices by Councilors.” He added that the Council Rules have been cleaned up in other areas and organized in a more logical manner. This section governs the appropriate use of city issued computers or IPADs to Council members as has been previously reviewed by the Council.

Allen suggested the following changes to the resolution: changing the word “repealing,” in the title, to “rescinding;” and adding a Section 2 to read: “Resolution No. 3624 is rescinded in its entirety.”

MOTION was made by Allen, seconded by Swanson, to adopt Resolution No. 3750, amending the City of Newport Council Rules, as amended at this meeting. The motion carried unanimously in a voice vote.

**Authorization of a Letter of Understanding with the Newport Employees Association.** Hawker introduced the agenda item. Nebel reported that as part of the agreement between the Newport Employees Association and the city, there was an agreement to form a salary review committee to conduct a wage study for the basis of adjustments beginning July 1, 2016 with the intent that the salary study would be used in consideration for bargaining those wages with a reopener on April 1, 2016. He stated that it was indicated that the salary study would be completed by April 1, 2016, but due to having to rewrite and review virtually all of the job descriptions for Public Works employees, this deadline has not been able to be met.

Nebel reported that the job descriptions have been completed and submitted to LGPI for use in the salary study, however the actual study will not be available until July. He stated that he proposed that all non-union employees receive a 2% cost-of-living increase as of July 1, 2015 with potentially a further adjustment retroactive to July 1, 2016 based on the salary study that would be effective July 1, 2016. He added that this memorandum of understanding would put the same understanding in place for the employees covered by the Newport Employees Association agreement.

MOTION was made by Swanson, seconded by Saelens, to authorize the City Manager to enter into a memorandum of understanding with the Newport Employees Association which includes a 2% cost of living increase effective July 1, 2016, and delay the negotiations reopener for any further adjustments based on consideration of the salary study until August 1, 2016 with any further wage adjustments that are negotiated and effective for 2016/2017 being paid retroactively to July 1, 2016. The motion carried unanimously in a voice vote.

### **LOCAL CONTRACT REVIEW BOARD**

The City Council, acting as the Local Contract Review Board, met to consider the following item:

**Notice of Intent to Award and Negotiate an Actuary Services Contract with Silverstone Group.** Hawker introduced the agenda item. Nebel reported that a request for proposals was issued for actuarial services for the City of Newport Employees Retirement System. He stated that, in the past, the city’s retirement system has had two separate actuaries, one for the defined benefit portion of the plan and the other for the defined contribution portion of the plan. He added that having two separate actuaries has led to complications in obtaining timely actuarial information, and the recent RFP consolidates the defined benefit and the defined contribution actuary requirements into one professional services agreement. He reviewed the RFP process.



MOTION was made by Allen, seconded by Swanson, to authorize the contract to the Silverstone Group for actuary services for the City of Newport Employee Retirement System following any protest period for a five-year period commencing July 1, 2016 with an option of extending the contract for two additional one year terms and authorize the City Manager to execute the agreement. The motion carried unanimously in a voice vote.

### **REPORTS FROM MAYOR AND COUNCIL**

Nebel reported that a special City Council meeting will be held on Wednesday night to administer the oath of office, as honorary citizens, to the Sister City delegation. He added that the meeting will be followed by a potluck dinner at City Hall.

Nebel asked if additional training was needed for using the iPads for the paperless packets. He indicated that staff should be advised if anyone has questions or deems additional training necessary.

Roumagoux thanked everyone for their well wishes on her husband's recent illness. She commended the Fire Department for its help when her husband fell ill.

Roumagoux reported that on April 19, she participated in a "Deadliest Catch" interview. She noted that she was not given a script; asked impromptu questions; and interviewed for two hours.

Roumagoux reported that on April 16, she met with Bill Hall and Steve Wyatt and various interested citizens to tour the Pioneer Cemetery. She stated that a group of Fred Meyer employees have been cleaning the cemetery and that Hall and Wyatt will work with this group.

Roumagoux reported that on May 6, she participated in Granicus training with Richard Dutton and Hawker.

Roumagoux reported that on May 10, she spoke at Leadership Lincoln on the Mayoral position.

Roumagoux reported that on May 11, she attended the Lincoln County Mayor's meeting in Depoe Bay.

Roumagoux reported that on May 14, she welcomed the Northwest District Exchange Convention to Newport.

Sawyer reported that Red Hill had recently passed away. He noted that he was a former volunteer firefighter and a big community supporter.

Saelens reported that the VAC Steering Committee is meeting tomorrow.

Saelens reported that Roumagoux will attend the upcoming Parks and Recreation Advisory Committee meeting in his stead.

Saelens asked about updated software to make it easier to read documents on the iPads.

Nebel asked whether it was necessary to continue producing paper packets. It was the consensus of Council that it is no longer necessary.

Saelens reported that he will be unable to attend tomorrow night's Budget Committee meeting.

Swanson reported on the Solid Waste Advisory Committee table top exercise regarding debris management in the event of a major disaster.

Swanson reported that the Cascadia Rising event will be held during the afternoon of June 10 at the fairgrounds.

Swanson reported that she participated in the Police Department Ride-Along Program with Sergeant Garbarino.

Swanson reported that she attended the city's recent Safety Fair at the Recreation Center.

Swanson reported that she attended the recent Chamber of Commerce luncheon held at the PAC.

Swanson reported that she worked all weekend preparing gifts for the Mombetsu delegation.

Swanson reported that she attended a recent presentation on the Cascadia Subduction Zone.

Swanson reported that she attended two webinars about building broadband in communities.

Allen reported that the final Budget Committee meeting will be held tomorrow evening.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 8:15 P.M.

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Margaret M. Hawker, City Recorder

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Sandra N. Roumagoux, Mayor

# City Council Agenda Item Report

Agenda Item No. 2016-309

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

Approval of Minutes of Special Meeting of May 18, 2016

## **Recommendation:**

Approve minutes of Special Meeting of May 18, 2016.

## **ATTACHMENTS**

- [May 18, 2016.docx](#)

May 18, 2016

5:00 P.M.

Newport,

**SPECIAL CITY COUNCIL MEETING**

Oregon

The City Council met in a special meeting on the above date and time in the City Council Chambers of the Newport City Hall. On roll call, Swanson, Busby, Sawyer, Allen, Engler, and Roumagoux. Saelens was excused.

Staff in attendance was: Spencer Nebel, City Manager and Peggy Hawker, City Recorder/Special Projects Director.

Also in attendance was a delegation from Newport's Sister City, Mombetsu, Hokkaido, Japan, including: Shibata Hisashi, Shuichi Tokusho, Shogo Terasaki, Ken'ichi Kobayashi, Miyuki Azumi, Motoko Otake, Yoko Kato, Masao Kobayashi, Naoe Nagao, Hitomi Saito, Toshiko Umatsugi, Takato Fujii, Daisuke Yamamoto, Yoko Abiko, and Yoko Yanagihara.

It was reported that Yoshikizu Miyakawa, Mayor of Mombetsu, and his wife, Haruko Miyakawa, had returned to Mombetsu due to the Mayor's illness. They were accompanied by Norimichi Morino, Manager of Comprehensive Strategy Promotion Division for the City of Mombetsu.

**PLEDGE OF ALLEGIANCE**

The City Council, staff, and audience participated in the Pledge of Allegiance.

**PROCLAMATIONS, PRESENTATIONS, AND SPECIAL RECOGNITIONS**

**Consideration and Possible Adoption of Resolution No. 3751 Recognizing the 50-Year Sister City Relationship Between the City of Newport and the City of Mombetsu.** Hawker introduced the agenda item. Nebel reported that on April 8, 1966, the City of Newport and the City of Mombetsu entered into a Sister City relationship that is celebrating its 50<sup>th</sup> year in 2016. He stated that a delegation including Hisashi Shibata, Chairperson of the City Council, Yoko Kato, President of the Mombetsu International Relation/Exchange Committee, and 15 other delegates will be participating in this special meeting.

Roumagoux read Resolution No. 3751, and it was translated by Motoko Otake.

Sawyer stated that he was very pleased with the Sister City relationship, and thanked the delegation for this exchange.

Busby noted that the delegation is paying the city a great honor by taking the time and expense to participate in this exchange. He added that he hoped the delegations enjoys its stay.

Engler welcomed the Mombetsu delegation to Newport, noting that she looks forward to many more years of the Sister City relationship.

Allen welcomed the Mombetsu delegation to Newport, noting that he is looking forward to the visit.

Swanson noted that it is extraordinary that the Cities of Mombetsu and Newport have celebrated 50 years as Sister Cities.

Roumagoux reported that the city is happy to have the delegation visit.

MOTION by Swanson, seconded by Sawyer, to adopt Resolution No. 3751, a resolution recognizing the Sister City relationship between the City of Newport, Oregon, United States of America, and the City of Mombetsu, Hokkaido, Japan. The motion carried unanimously in a voice vote.

**Recognition of the 2016 Mombetsu Delegation – Mayor Roumagoux.** Hawker introduced the agenda item. Roumagoux welcomed the 2016 Mombetsu Sister City delegation to the city. She extended wishes for a speedy recovery of Mayor Miyakawa.

Roumagoux reported that today is a great day in the City of Newport as we welcome Council Chairperson, Shibata, Mombetsu International Relation/Exchange Committee President Kato, and 15 other delegates from our Sister City of Mombetsu!

Roumagoux stated that on the April 8, 1966, Mayors Kanichi Kan'o and Robert Updenkelder executed an agreement to establish a Sister City relationship between Mombetsu and Newport with the desire to promote understanding, friendship, and international good will between our communities. She added that 2016 marks a significant milestone for the relationship of our two communities.

Roumagoux stated that over the past half of century, this agreement has led to the creation of many friendships bridging the Pacific Ocean between Mombetsu and Newport. Over the next three days, we will be able to revisit the rich history of many exchanges of citizens between our two communities to continue building a strong foundation for the next 50 years of this important agreement.

Roumagoux expressed Council's appreciation to the Newport Sister City Committee Members co-chaired by former Mayor Mark McConnell and Cindy McConnell, City Councilor Laura Swanson, City Manager Spencer Nebel, and Ted De Witt for their efforts at coordinating this year's exchanges.

Roumagoux expressed appreciation for the efforts of the Mombetsu Mayor, Chairperson of the City Council, President of International Relations/Exchange Committee and all of the members of the Mombetsu delegation for their efforts at celebrating this important milestone with the City of Newport.

Roumagoux reported that in July, a delegation including Mark and Cindy McConnell, City Manager Spencer Nebel and his wife Angela Nebel, and City Councilor Wendy Engler and her husband Lon Brusselback, as well as other citizens will be representing the City of Newport in a visit to Mombetsu to continue this remarkable celebration of 50 years of friendship between our communities.

Roumagoux stated that the city is looking forward to hosting a student delegation from Mombetsu in August of this year to finalize this great celebration of our two communities. She added that the student delegation would be well cared for during their visit to Newport.

Roumagoux stated that on behalf of the City of Newport, the community is committed to continue this relationship over the next 50 years and beyond.

Roumagoux recognized the following: County Commissioners Bill Hall, Terry Thompson, and Doug Hunt. She introduced Bud Lane from the Siletz Tribal Council. She introduced former Mayor Mark Collson and his wife, Lynne.

**Oath of Office – Mombetsu Delegation – City Recorder Peggy Hawker.**

Hawker administered the oath of office to: Shibata Hisashi, Shuichi Tokusho, Shogo Terasaki, Ken'ichi Kobayshi, Miyuki Azumi, Motoko Otake, Yoko Kato, Masao Kobayashi, Naoe Nagao, Hitomi Saito, Toshiko Umatsugi, Takato Fujii, Daisuke Yamamoto, Yoko Abiko, and Yoko Yanagihara, as honorary citizens and officials of the City of Newport.

**Comments from Yoshikazu Miyakawa, Mayor of Mombetsu.** It was announced earlier that Mayor Miyakawa had fallen ill and returned to Mombetsu. Shuichi Tokusho delivered comments on behalf of Mayor Miyakawa.

Mayor Roumagoux presented photograph of dunes and sand in Newport to Mombetsu Council Chairperson Shibata.

**Comments from Hisashi Shibata, Chairperson of the Mombetsu City Council.** Council Chairperson Shibata spoke to the group. His speech was translated to Motoko Otake.

**Presentation of the Flags.** Hawker introduced the agenda item. Roumagoux and Swanson formally presented the Mombetsu delegation with a Newport city flag and a commemorative Newport/Mombetsu flag.

**Comments from Sister City Host Committee Co-Chairs – Cindy and Mark McConnell.** Hawker introduced the agenda item.

Bud Lane, representing the Siletz Tribal Council, welcomed the Mombetsu delegation.

Cindy McConnell delivered a speech in Japanese welcoming the Mombetsu delegation.

Mark McConnell stated that it is a great joy to be part of this amazing partnership between Mombetsu and Newport in the true spirit of making peace. He gave a brief history of the Sister City relationship. He welcomed the Mombetsu delegation to Newport.

McConnell asked Jamie Rand to come forward. McConnell stated that Swanson had reviewed old newspapers at the News-Times since 1966, and obtained photographs related to the Sister City relationship. He reported that Rand had prepared a special edition insert, related to the Sister City relationship, for Friday's edition of the News-Times. He noted that one of the photographs is of the father of Ken'ichi Kobayashi who is present this evening. Copies of the special newspaper insert were distributed to the Mombetsu delegation and others in attendance.

**Comments from Yoko Kato, President of the Mombetsu International Relations/Exchange Committee.** Yoko Kato addressed the group in English.

**ADJOURNMENT**

The meeting adjourned at 6:14 P.M. for a tree planting and unveiling of a commemorative monument in the courtyard followed by a potluck dinner.

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Margaret M. Hawker, City Recorder

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Sandra N. Roumagoux, Mayor

# City Council Agenda Item Report

Agenda Item No. 2016-310

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

Approval of Work Session Minutes of May 16, 2016

## **Recommendation:**

Approve the work session minutes of May 16, 2016.

## **ATTACHMENTS**

- [May 16, 2016.docx](#)



February 1, 2016  
5:15 P.M.  
Newport, Oregon

The Newport City Council met in a work session at the above time in the City Council Chambers of the Newport City Hall. On roll call, Roumagoux, Sawyer, Swanson, and Busby were present. Engler was excused, and Allen arrived later.

Staff present was City Manager Nebel, City Recorder Hawker, Community Development Director Tokos, Police Chief Miranda, City Attorney Rich, and Community Service Officer Folmar.

### **ROLL CALL AND INTRODUCTIONS**

Roll was called and introductions were made.

### **OVERVIEW OF CODE ENFORCEMENT**

Tokos made a PowerPoint presentation reviewing code enforcement generally. The presentation included: Council goals; the meaning of code enforcement; the different roles played by different departments; code enforcement philosophy; code enforcement tools; and the role of the Community Service Officer.

Tokos noted that many city departments are involved in code enforcement, including: Police Department, Fire Department, Finance Department, Community Development Department, and the Public Works Department. He added that some of the tools that can be used for enforcement include: codes/regulations, neighbors, warning letters, citations, fines, revocation of permits, and abatement.

Folmar reviewed the 2015 code enforcement statistics. He also reviewed his position and purpose of the position.

Rich reviewed the status of the houses on Nye Street. He noted that there is a judgment in favor of the city, and the nuisance abatement is in process. He discussed the possibility of receivership programs.

It was agreed to place a report, containing specific steps, on the next agenda.

### **ADJOURNMENT**

Having no further business, the meeting adjourned at 5:55 P.M.

# City Council Agenda Item Report

Agenda Item No. 2016-299

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

Confirmation of the Mayor's Appointments to the Wayfinding Committee of Nairne Dickey, whose terms will expire on 12/31/16, and Michael Yost to fill the ex-officio/non-voting staff member from the Greater Newport Chamber of Commerce for a term expiring 12/31/16

## **Recommendation:**

I recommend the City Council confirm the Mayor's appointments of Nairne Dickey to the Wayfinding Committee with terms expiring 12/31/16 and Michael Yost to fill the ex-officio/non-voting staff member from the Greater Newport Chamber of Commerce for term expiring 12/31/16 as part of the consent agenda.

## **ATTACHMENTS**

- [City Manager Report and Recommendation-Mayor Appointments Confirmation.pdf](#)
- [Application for Wayfinding Committee.pdf](#)

## CITY MANAGER'S REPORT AND RECOMMENDATION



Agenda #:5.D.  
Meeting Date: 6-6-16

### Agenda Item:

**Confirmation of the Mayor's Appointments to the Wayfinding Committee of Nairne Dickey, whose terms will expire on 12/31/16, and Michael Yost to fill the ex-officio/non-voting staff member from the Greater Newport Chamber of Commerce for a term expiring 12/31/16**

### Background:

Mayor Roumagoux has appointed Nairne Dickey as a voting member terms on the Wayfinding Committee for terms expiring 12/31/16, and Mike Yost to the ex-officio/non-voting position reserved for the Chamber of Commerce to the Wayfinding Committee for a term expiring 12/31/16. Please note that the applications were reviewed by the Wayfinding Committee members; however, they have not had a quorum in order to make a formal recommendation to the Council.

### Recommendation:

I recommend the City Council confirm the Mayor's appointments of Nairne Dickey to the Wayfinding Committee with terms expiring 12/31/16 and Michael Yost to fill the ex-officio/non-voting staff member from the Greater Newport Chamber of Commerce for term expiring 12/31/16 as part of the consent agenda.

### Fiscal Effects:

None

### Alternatives:

Do not confirm these appointments or as suggested by City Council.

Respectfully Submitted,

Spencer R. Nebel, City Manager

## Cindy Breves

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**From:** CommitteeApp@newportoregon.gov  
**Sent:** Monday, April 11, 2016 10:18 AM  
**To:** Cindy Breves; Peggy Hawker  
**Cc:**  
**Subject:** Committee Application

Application for City Council - Email Application

Date: 4/11/2016

Commission/Committee of Interest: Wayfinding Committee

Name: Michael Yost

Address: Newport Chamber of Commerce

Newport, OR 97365

Workphone: 541-265-8801

Homephone:

Email: r

Occupation: Visitor Services

Employer: Newport Chamber of Commerce

Why do you want to serve on this committee/commission/board/task force, and how do you believe you can add value? My work at the Chamber of Commerce directly serves the visitors, guests and residents of the greater Newport area. My knowledge and experience about the attractions and activities in and around Newport, would greatly enhance the effectiveness of the Wayfinding Committee. My knowledge of what visitors are visiting for can add insight to the effectiveness of the committee.

What is a difficult decision you have made concerning issues of bias and/or issues of conflict of interest? I am asked every day to recommend a particular business for one reason or another. Since I serve all Chamber members, I am careful to provide guests with a representative selection of businesses that will provide the benefit that the guest is looking for. I never favor one Chamber member over another as all members are equal and deserve to be recommended.

Describe the process of how you make decisions. I gather all available data within the parameters allowed.

Rank possible selections as to their ability to provide the desired solution.

Eliminate those selections that cannot fulfill the needed solution.

What you are left with, is the best solution within the defined parameters.

What do you think about consensus decision making? What does the consensus decision making process mean to you?

Consensus Decision Making means deriving an agreed upon decision of the group, for the benefit of the community.

The Wayfinding Committee must agree upon the decisions and conclusions that it makes.

Describe all other pertinent information/background for this position. My skills include: logical decision-making; problem-solving; ability to assess data presented; ability to make decisions, support them, and defend the process to derive them. I have an Undergraduate and Graduate college degrees. I have management experience, where I was responsible for decision-making, involving sizable investment and risk.

## Cindy Breves

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**From:** CommitteeApp@newportoregon.gov  
**Sent:** Wednesday, April 20, 2016 11:09 PM  
**To:** Cindy Breves; Peggy Hawker  
**Cc:**  
**Subject:** Committee Application

Application for City Council - Email Application

Date: 4/20/2016

Commission/Committee of Interest: Wayfinding

Name: George DeSoto

Address:

South Beach

Oregon

97366

Workphone:

Homephone: Same

Email: ;

Occupation: Business Owner

Employer: Self Employed

Why do you want to serve on this committee/commission/board/task force, and how do you believe you can add value? I have lived in Newport since 1992. As part of my lawn service business, I have clients all over the community. I want to serve on this committee because I have never had the opportunity to serve on any City of Newport committees and I thought, since I know my way around town, this would be a good way to volunteer my services. My friend, Frank Geltner, suggested I consider applying.

What is a difficult decision you have made concerning issues of bias and/or issues of conflict of interest? I really don't have any good answer to this question. In my lawn service I hire folks who can do the work required.

Describe the process of how you make decisions. My hope is that I can see all sides of an issue and create a win/win resolution. Don't have too many difficult decisions to make in my line of work, which is a lawn service.

What do you think about consensus decision making? What does the consensus decision making process mean to you? I am not a member of any organization which uses consensus decision making. My most frequent experience in decision making is in judging surf competitions where each judge assigns a point value and the averages the values to determine winners. Consensus decision making, as I understand it, allows for agreement based upon the consensus of the entire group.

Describe all other pertinent information/background for this position. I know my way around the community and am willing to help in any way I can.

## Cindy Breves

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**From:** CommitteeApp@newportoregon.gov  
**Sent:** Thursday, April 21, 2016 12:53 AM  
**To:** Cindy Breves; Peggy Hawker  
**Cc:**  
**Subject:** Committee Application

Application for City Council - Email Application

Date: 4/21/2016

Commission/Committee of Interest: Wayfinding

Name: Nairne Dickey

Address:

Workphone:

Homephone:

Email

Occupation: Graphic Designer, Consultant

Employer: Self

Why do you want to serve on this committee/commission/board/task force, and how do you believe you can add value?  
 I was referred by Frank Geltner. I can add value as a person with experience regarding signage.

What is a difficult decision you have made concerning issues of bias and/or issues of conflict of interest? As a graphic designer working in this community, I have almost never face conflict of interest issues. I have often decided to cede to a group's decision rather than pursue my own goals when group goals are before me. Specifically, as a consultant, if I perceive a conflict of interest, I typically disclose it and then, if needed, proceed to give an opinion or recommendation(s).

Describe the process of how you make decisions. I make decisions based on experience, research and circumstance.

What do you think about consensus decision making? What does the consensus decision making process mean to you? I lived in a cooperative which ran by consensus for five years; I felt at the time that consensus-informed living was the only viable way TO live. I have since discovered that there are many lessons that consensus-driven discussion can lead to successful outcomes.

Describe all other pertinent information/background for this position. I'm interested in helping the city of Newport grow, and I'm looking forward to serving this committee.

# City Council Agenda Item Report

Agenda Item No. 2016-304

Submitted by: Cindy Breves

Submitting Department Community Development

Meeting Date: June 6, 2016

## **SUBJECT**

Public Hearing – Consideration and Possible Adoption of Ordinance No. 2098 an Ordinance Extending the Bayfront, City Center, and Nye Beach Parking Districts for a period of twenty-four months.

## **Recommendation:**

I move that Ordinance No. 2098, an ordinance amending Ordinances 1993, 2009, and 2020, extending the Bayfront, City Center and Nye Beach Economic Improvement Districts for parking system improvements, and the assessment of a surcharge on business license fees for a period of 24 months, with that ordinance being given emergency effect, be read by title only and placed for final adoption.

## **ATTACHMENTS**

- [City Manager Report and Recommendation - Public Hearing Ordinance No. 2098-Parking Districts.pdf](#)
- [Agenda Summary](#)
- [Ordinance No. 2098](#)
- [ORS 223.112 to 223.132](#)
- [Advisory Committee Minutes](#)
- [Hearing Notices](#)

## **CITY MANAGER'S REPORT AND RECOMMENDATION**



Agenda #:6.B.  
Meeting Date: 6-6-16

### **Agenda Item:**

#### **Public Hearing - Consideration and Possible Adoption of Ordinance No. 2098 an Ordinance Extending the Bayfront, City Center, and Nye Beach Parking Districts for a period of twenty-four months.**

##### **Background:**

The City of Newport has established Parking Districts in Nye Beach, City Center and the Bayfront to generate funding to pay for parking system improvements in the respective commercial areas.

As you are aware, a parking study is currently underway to establish whether or not parking districts should continue in their current form, or whether an alternative approach should be pursued to address each of the area's parking needs. A notice of public hearing was sent out to property owners affected by the parking districts. As of May 31, the City has received no written comments objecting to the extension. Since the districts expire on June 30, I recommend that the City Council adopt the ordinance with the emergency declaration to avoid any confusion about letting the districts expire. Please note, the Advisory Committee to the parking districts, who is assisting with the parking study, supports the twenty-four month extension.

##### **Recommendation:**

I recommend that the Mayor conduct a public hearing on Ordinance No. 2098, an ordinance amending Ordinances 1993, 2009 and 2020, extending the Bayfront, City Center and Nye Beach Economic Improvement Districts for parking system improvements, and the assessment of a surcharge on business license fees for a period of 24 months, and giving the ordinance emergency effect. Following the public hearing, and considering any comments, I further recommend the City Council consider the following motion:

**I move that Ordinance No. 2098, an ordinance amending Ordinances 1993, 2009, and 2020, extending the Bayfront, City Center and Nye Beach Economic Improvement Districts for parking system improvements, and the assessment of a surcharge on business license fees for a period of 24 months, with that ordinance being given emergency effect, be read by title only and placed for final adoption.**

*The Mayor will then ask for a voice vote on whether or not to read the ordinance by title only and placed for final passage.*

*If the motion is approved, the City Recorder will read the title of the ordinance.*



*A roll call vote on the final passage of the ordinance will then be requested by the Mayor, and taken by the City Recorder.*

**Fiscal Effects:**

The surcharges are projected to generate \$12,718 in revenues in the Nye Beach Parking District, \$6,914 for the City Center Parking District, and \$22318 for the Bayfront Parking District based on these ordinances. There are no changes from the current surcharge fee proposed by this extension of these districts.

**Alternatives:**

Let the districts expire or as recommended by the City Council.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. Nebel", is written over a light blue circular stamp.

Spencer R. Nebel, City Manager



**STAFF REPORT  
CITY COUNCIL AGENDA ITEM**

**Title:** Possible Adoption of Ordinance No. 2098, extending the Bayfront, City Center and Nye Beach Parking Districts for a period of 24-months

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**Prepared by:** Derrick I. Tokos, AICP, Community Development Director

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**Recommended Motion:** I move for reading, by title only, of Ordinance No. 2098, an ordinance extending the Bayfront, City Center and Nye Beach Commercial Parking Districts for a period of 24-months, and for adoption by roll call vote.

**Background Information:** At the request of area business owners the City Council adopted Ordinance Nos. 1993, 2009, and 2020 establishing the Nye Beach, City Center, and Bayfront Commercial Parking District ("Parking Districts") to generate funding to pay for parking system improvements in the respective commercial areas. Each of the parking districts is an economic improvement district, funded through a business license surcharge, and was authorized for a 5-year period. Ordinance No. 1993, which created the Nye Beach Parking District, was established a year earlier than the other Parking Districts, and was extended for a 12-month period with Ordinance No. 2078 so that it was in sync with the effective dates of the other Parking Districts.

Oregon Revised Statute (ORS) 223.154 provides that a City Council may extend the effective period of Parking Districts and business license surcharges for a specific period of time provided it grants persons conducting business in the districts with notice and right of remonstrance. The required notice has been provided.

The extension is proposed so that a parking study can be performed to establish whether or not the Parking Districts should continue in their current form or whether an alternative approach should be pursued to address each of the areas parking needs. An advisory committee to the Parking Districts, which is assisting with the parking study and includes persons conducting business within the Districts, supports the 24-month extension.

By law, if more than 33 percent of the affected businesses object in writing then the Parking Districts will not be extended and will expire effective July 1, 2016. If the extension is authorized, then the Districts will be effective until July 1, 2018 unless terminated on an earlier date by the Council. No changes are proposed to the existing surcharge rates. As of May 31, 2016, no written comments have been received objecting to the extension.

**Alternatives:** Allowing the districts to expire. If the Parking Districts expire, development in the affected areas will be restricted to those projects that can provide the parking they need outside of public rights-of-way in accordance with the Newport Zoning Ordinance. This is not practical in most cases. The current district rules provide owners a 5 space credit when they undertake development or redevelopment.

Also, the parking study will likely include recommendations as to whether or not a business license surcharge should continue on an ongoing basis or cease. It may also include recommendations regarding the amount of the surcharges. If the districts expire, and the City elects to adopt new surcharges per the recommendations of a parking study, the result would be abrupt changes to fees that could frustrate business owners. Leaving the districts in place until the study is complete provides continuity, and will likely make a transition to whatever the Council elects to adopt out of the study occur more smoothly.

Emergency adoption is needed to avoid public confusion and to facilitate continuity of collections since there is less than 30 days between the date of the hearing and the date the Parking Districts will expire if not extended.

**Attachments:**

Draft Ordinance No. 2098  
Copy of ORS 223.112 to 223.132  
Minutes from 3/8/16 Advisory Committee Meeting  
Notice of the 6/6/2016 City Council Hearing

**CITY OF NEWPORT**

**ORDINANCE NO. 2098**

**AN ORDINANCE AMENDING ORDINANCES 1993, 2009 AND 2020,  
EXTENDING THE BAYFRONT, CITY CENTER AND NYE BEACH  
ECONOMIC IMPROVEMENT DISTRICTS FOR PARKING SYSTEM IMPROVEMENTS  
AND THE ASSESSMENT OF A SURCHARGE ON BUSINESS LICENSE FEES  
FOR A PERIOD OF 24-MONTHS AND DECLARING AN EMERGENCY**

WHEREAS, at the request of area business owners, the Newport City Council adopted Ordinance Nos. 1993, 2009, and 2020 establishing the Nye Beach, City Center and Bayfront Commercial Parking Districts ("Parking Districts") to generate funding to pay for parking system improvements in the respective commercial areas; and

WHEREAS, each of the Parking Districts is an economic improvement district, funded through a business license surcharge, and was authorized for a 5-year periods; and

WHEREAS, Ordinance No. 1993, which created the Nye Beach Parking District, was established a year earlier than the other Parking Districts, and was extended for a 12-month period with Ordinance No. 2078 so that it was in sync with the effective dates of the other Parking Districts; and

WHEREAS, Oregon Revised Statute (ORS) 223.154 provides that a City Council may extend the effective period of Parking Districts and business license surcharges for a specific period of time provided it grants persons conducting business in the districts with notice and right of remonstrance; and

WHEREAS, the Newport City Council has elected to extend the Parking Districts for a period of 24-months so that a parking study can be performed to establish whether or not the Parking Districts should continue in their current form or whether an alternative approach should be pursued to address each of the areas parking needs; and

WHEREAS, the Advisory Committee to the Parking Districts, which is assisting with the parking study and includes persons conducting business within the Districts, supports the 24-month extension; and

WHEREAS, notice was provided to affected businesses in accordance with ORS 223.147 informing business owners of their right to appear in support or opposition to the 24-month extension to the business license surcharges; and

WHEREAS, fewer than 33 percent of persons conducting business within the Parking Districts submitted written objections to the City Council extending the Parking Districts.

THE CITY OF NEWPORT ORDAINS AS FOLLOWS:

**Section 1.** The above findings are hereby adopted as support for the amendments, below.

**Section 2.** Section 10 of Ordinance No. 1993, Duration, is amended to read as follows:

“The District shall be in effect through June 30, 2018. Council may extend the duration of the District, after following the public notice procedure outlined in ORS 223.147. In the event the District is not renewed then off-street parking requirements shall apply as provided for in the Newport Zoning Ordinance in effect at the time the District is dissolved.”

**Section 3.** Section 10 of Ordinance No. 2009, Duration, is amended to read as follows:

“The District shall be in effect through June 30, 2018. Council may extend the duration of the District, after following the public notice procedure outlined in ORS 223.147. In the event the District is not renewed then off-street parking requirements shall apply as provided for in the Newport Zoning Ordinance in effect at the time the District is dissolved.”

**Section 4.** Section 11 of Ordinance No. 2020, Duration, is amended to read as follows:

“The District shall be in effect through June 30, 2018. Council may extend the duration of the District, after following the public notice procedure outlined in ORS 223.147. In the event the District is not renewed then off-street parking requirements shall apply as provided for in the Newport Zoning Ordinance in effect at the time the District is dissolved.”

**Section 5.** All other provisions of Ordinance Nos. 1993, 2009, and 2020 remain in full force and effect.

**Section 6. Emergency Declaration.** Business licenses are renewed and surcharges collected at the beginning of the fiscal year, which starts on July 1, 2016. In order to avoid public confusion and to facilitate continuity of collections it is hereby adjudged and declared that an emergency exists requiring that this ordinance take effect immediately upon passage, as such action is necessary for the immediate preservation of the public peace, health, and safety of the City of Newport. Accordingly, this ordinance, and all provisions modifying the ordinance referred to herein, shall take effect in full force and effect when signed by the Mayor.

Date adopted and read by title only: \_\_\_\_\_

Signed by the Mayor on \_\_\_\_\_, 2016.

\_\_\_\_\_  
Sandra Roumagoux, Mayor

ATTEST:

\_\_\_\_\_  
Margaret M. Hawker, City Recorder

Approved as to form:

\_\_\_\_\_  
Steve Rich, City Attorney

DRAFT

## ECONOMIC IMPROVEMENT DISTRICTS

**223.112 Definitions for ORS 223.112 to 223.132.** As used in ORS 223.112 to 223.132, unless the context requires otherwise:

- (1) "Council" means the city council or other controlling body of a city.
- (2) "Economic improvement" means:
  - (a) The planning or management of development or improvement activities.
  - (b) Landscaping or other maintenance of public areas.
  - (c) Promotion of commercial activity or public events.
  - (d) Activities in support of business recruitment and development.
  - (e) Improvements in parking systems or parking enforcement.

(f) Any other economic improvement activity for which an assessment may be made on property specially benefited thereby. [1985 c.576 §1; 1991 c.902 §4]

**223.114 Economic improvement; assessment ordinance.** (1) A council may enact an ordinance establishing a procedure to be followed by the city in making assessments for the cost of an economic improvement upon the lots which are specially benefited by all or part of the improvement.

(2) In any ordinance adopted under subsection (1) of this section, a city shall not be authorized to:

(a) Levy assessments in an economic improvement district in any year that exceed one percent of the real market value of all the real property located within the district.

(b) Include within an economic improvement district any area of the city that is not zoned for commercial or industrial use.

(c) Levy assessments on residential real property or any portion of a structure used for residential purposes. [1985 c.576 §2; 1989 c.1018 §3; 1991 c.459 §350; 1991 c.902 §5]

**223.115** [Repealed by 1971 c.741 §38]

**223.117 Requirements of assessment ordinance.** (1) An ordinance adopted under ORS 223.114, shall provide for enactment of an assessment ordinance that:

(a) Describes the economic improvement project to be undertaken or constructed.

(b) Contains a preliminary estimate of the probable cost of the economic improvement and the proposed formula for apportioning cost to specially benefited property.

(c) Describes the boundaries of the district in which property will be assessed.

(d) Specifies the number of years, to a maximum of five, in which assessments will be levied.

(e) Contains provision for notices to be mailed or delivered personally to affected property owners that announce the intention of the council to construct or undertake the economic improvement project and to assess benefited property for a part or all of the cost. The notice shall state the time and place of the public hearing required under paragraph (f) of this subsection.

(f) Provides for a hearing not sooner than 30 days after the mailing or delivery of notices to affected property owners at which the owners may appear to support or object to the proposed improvement and assessment.

(2) The ordinance shall also:

(a) Provide that if, after the hearing held under subsection (1)(f) of this section, the council determines that the economic improvement shall be made, the council shall determine whether the property benefited shall bear all or a portion of the cost and shall determine, based on the actual or estimated cost of the economic improvement, the amount of assessment on each lot in the district.

(b) Require the city recorder or other person designated by the council to prepare the proposed assessment for each lot in the district and file it in the appropriate city office.

(c) Require notice of such proposed assessment to be mailed or personally delivered to the owner of each lot to be assessed, which notice shall state the amount of the assessment proposed on the property of the owner receiving the notice. The notice shall state the time and place of a public hearing at which affected property owners may appear to support or object to the proposed assessment. The hearing shall not be held sooner than 30 days after the mailing or personal delivery of the notices.

(d) Provide that the council shall consider such objections and may adopt, correct, modify or revise the proposed assessments.

(e) Provide that the assessments will not be made and the economic improvement project terminated when written objections are received at the public hearing from owners of property upon which more than 33 percent of the total amount of assessments is levied. [1985 c.576 §3; 1989 c.1018 §4]

**223.118 Remonstrance against assessment; exclusion of property.** (1) In addition to the requirements listed in ORS 223.117 (2), an assessment ordinance adopted under ORS 223.114 and 223.117 may, at the discretion of the council, provide that:

(a) When the council receives written objections at the public hearing only from owners of property upon which less than 33 percent of the total amount of assessments is levied, the economic improvement project may be undertaken or constructed, but that assessments shall not be levied on any lot or parcel of property if the owner of that property submitted written objections at the public hearing. Notwithstanding any other provision of law, an owner of property who fails to submit written objections at the public hearing as provided for in the ordinance shall be deemed to have made a specific request for the economic improvement services to be provided during the period of time specified in the assessment ordinance.

(b) The council, after excluding from assessment property belonging to such owners, shall determine the amount of assessment on each of the remaining lots or parcels in the district.

(c) Notice of such proposed assessment be mailed or personally delivered to the owner of each lot to be assessed, which notice shall state the amount of the assessment proposed on the property of the owner receiving the notice.

(2) When assessments are levied against property within an economic improvement district in accordance with an assessment ordinance that contains the provisions described in subsection (1) of this section:

(a) Any new owner of benefited property in the district or any owner of benefited property who excluded the property from assessment by submitting written objections to the council may subsequently agree to the assessment of the owner's property in the district. The council shall apportion the costs to the property for the remaining time in which assessments will be levied.

(b) The assessed property may not be relieved from liability for that assessment.

(c) If the council considers it necessary to levy assessments upon property in the district for longer than the period of time specified in the assessment ordinance, the council shall enact an ordinance that provides for continued assessments for a specified number of years and grants to property owners in the district the notice and right of remonstrance described in ORS 223.117 (2)(b) to (e) and subsection (1)(a) to (c) of this section. [1991 c.773 §2]

**223.119 Advisory committee; functions.** An ordinance adopted under ORS 223.114, may require creation, for each economic improvement district, of an advisory committee to allocate expenditure of moneys for economic improvement activities within the scope of ORS 223.112 to 223.132. If an advisory committee is created, the council shall strongly consider appointment of owners of property within the economic improvement district to the advisory committee. An existing association of



property owners or tenants may enter into an agreement with the city to provide the proposed economic improvement. [1985 c.576 §4; 1989 c.1018 §5]

**223.120** [Repealed by 1971 c.741 §38]

**223.122 Effect of urban renewal districts or local improvement districts.** The existence of local improvement districts or urban renewal districts in a city does not affect the creation of economic improvement districts under ORS 223.112 to 223.132. [1985 c.576 §5]

**223.124 Extension of assessment period.** When the council considers it necessary to levy assessments upon property in an economic improvement district for longer than the period of time specified in the assessment ordinance that created the district, the council shall enact an ordinance that provides for continued assessments for a specified number of years and grants to property owners in the district the notice and right of remonstrance described in ORS 223.117 (2)(b) to (e). [1985 c.576 §6]

**223.125** [Repealed by 1971 c.741 §38]

**223.127 Application of certain assessment statutes to economic improvement districts.** (1) ORS 223.387 and 223.391 to 223.395 apply to economic improvement districts created by a city in accordance with ORS 223.112 to 223.132.

(2) The rights and duties accorded local governments and the owners of property for financing assessments under ORS 223.205 and 223.210 to 223.295 apply to assessments levied upon property in an economic improvement district for financing all or part of the cost of an economic improvement. [1985 c.576 §7; 1991 c.902 §6; 2003 c.802 §3]

**223.129 Expenditure of assessment revenues; liability for unauthorized expenditures.** (1) A city council shall not expend any moneys derived from assessments levied under ORS 223.112 to 223.132 for any purpose different from the purpose described in the ordinance adopted under ORS 223.114.

(2) Any public official who expends any moneys derived from assessments levied under ORS 223.112 to 223.132 for any purpose different from the purpose described in an ordinance adopted under ORS 223.114 shall be civilly liable for the return of the moneys by suit of the district attorney of the county in which the city is located or by suit of any taxpayer of the city. [1985 c.576 §8]

**223.130** [Repealed by 1971 c.741 §38]

**223.132 Formation of economic improvement districts as additional power of cities.** The authority granted to cities by ORS 223.112 to 223.132, is in addition to any other authority a city may have under state law, its charter or its ordinances to create or finance economic improvement districts. [1989 c.1018 §2]

**223.135** [Repealed by 1971 c.741 §38]

**223.140** [Repealed by 1971 c.741 §38]

**223.141 Definitions for ORS 223.141 to 223.161.** As used in ORS 223.141 to 223.161, unless the context requires otherwise:

(1) “Business license fee” means any fee paid by a person to a city for any form of license that is required by the city in order to conduct business in that city.

(2) “Conducting business” means to engage in any business, trade, occupation or profession in pursuit of gain including activities carried on by a person through officers, agents and employees as well as activities carried on by a person on that person’s own behalf.

(3) “Council” means the city council or other controlling body of a city.

(4) “Economic improvement” means:

(a) The planning or management of development or improvement activities.

(b) Landscaping or other maintenance of public areas.

(c) Promotion of commercial activity or public events.

(d) Activities in support of business recruitment and development.

(e) Improvements in parking systems or parking enforcement.

(f) Any other economic improvement activity for which an assessment may be made on property specially benefited thereby. [1991 c.698 §1]

**223.144 Economic improvement district; business license ordinance.** (1) A council, on its own motion or after receiving a petition for the formation of an economic improvement district signed by 33 percent or more of persons conducting business within the proposed district, may enact an ordinance establishing a procedure to be followed by the city in imposing a business license fee to raise revenue for the cost of an economic improvement. The business license fee authorized under this subsection may be in the form of a surcharge on an existing business license fee imposed by the city on any business, trade, occupation or profession carried on or practiced in the economic improvement district.

(2) In any ordinance adopted under subsection (1) of this section, a city shall not be authorized to:

(a) Include within an economic improvement district any area of the city that is not zoned for commercial or industrial use.

(b) Impose a business license fee to raise revenue for an economic improvement that does not primarily benefit persons conducting business within the economic improvement district. [1991 c.698 §2]

**223.145** [Repealed by 1971 c.741 §38]

**223.147 Requirements of business license fee ordinance.** (1) An ordinance adopted under ORS 223.144, shall provide for enactment of a business license fee ordinance that:

(a) Describes the economic improvement project to be undertaken or constructed.

(b) Contains a preliminary estimate of the probable cost of the economic improvement.

(c) Describes the boundaries of the district in which property will be assessed.

(d) Specifies the number of years, to a maximum of five, in which business license fees for the economic improvement will be imposed.

(e) Contains provision for notices to be mailed or delivered personally to affected persons that announce the intention of the council to construct or undertake the economic improvement project and to impose a business license fee upon persons conducting business within the district for a part or all of the cost. The notice shall state the time and place of the public hearing required under paragraph (f) of this subsection.

(f) Provides for a hearing not sooner than 30 days after the mailing or delivery of notices to affected persons at which the persons may appear to support or object to the proposed improvement and business license fee.

(2) The ordinance shall also:

(a) Provide that if, after the hearing held under subsection (1)(f) of this section, the council determines that the economic improvement shall be made, the council shall determine whether the businesses benefited shall bear all or a portion of the cost and shall determine, based on the actual or estimated cost of the economic improvement, the amount of the business license fee.

(b) Require notice of such proposed business license fee to be mailed or personally delivered to each person conducting business within the proposed economic improvement district, which notice shall state the amount of the business license fee. The notice shall state the time and place of a public hearing at which affected persons may appear to support or object to the proposed business license fee. The hearing shall not be held sooner than 30 days after the mailing or personal delivery of the notices.

(c) Provide that the council shall consider the objections of persons subject to the proposed business license fee and may adopt, correct, modify or revise the proposed business license fee.

(d) Provide that the business license fee will not be imposed and the economic improvement project terminated when written objections are received at the public hearing from more than 33 percent of persons conducting business within the economic improvement district who will be subject to the proposed business license fee. [1991 c.698 §3]

**223.150** [Repealed by 1971 c.741 §38]

**223.151 Advisory committee; functions.** An ordinance adopted under ORS 223.144, may require creation, for each economic improvement district, of an advisory committee to develop a plan and to allocate expenditure of moneys for economic improvement activities within the scope of ORS 223.141 to 223.161. If an advisory committee is created, the council shall appoint persons conducting business within the economic improvement district to the advisory committee. An existing association of persons conducting business within an economic improvement district may enter into an agreement with the city to provide the economic improvement. [1991 c.698 §4]

**223.154 Extension of business licensing period.** When the council considers it necessary to impose business license fees upon persons conducting business in an economic improvement district for longer than the period of time specified in the ordinance that created the district, the council shall enact an ordinance that provides for continued business license fees for a specified number of years and grants to persons conducting business in the district the notice and right of remonstrance described in ORS 223.147 (2)(b) to (d). [1991 c.698 §5]

**223.155** [Repealed by 1971 c.741 §38]

**223.157 Expenditure of business license revenues; liability for unauthorized expenditures.**

(1) A city council shall not expend any moneys derived from business license fees levied under ORS 223.141 to 223.161 for any purpose different from the purpose described in the ordinance adopted under ORS 223.144.

(2) Any public official who expends any moneys derived from business license fees levied under ORS 223.141 to 223.161 for any purpose different from the purpose described in an ordinance adopted under ORS 223.144 shall be civilly liable for the return of the moneys by suit of the district attorney of the county in which the city is located or by suit of any taxpayer of the city. [1991 c.698 §6]

**223.160** [Repealed by 1971 c.741 §38]

**223.161 Effect of urban renewal districts or local improvement districts.** (1) The existence of local improvement districts or urban renewal districts in a city does not affect the creation of economic improvement districts under ORS 223.141 to 223.161.

(2) The authority granted to cities by ORS 223.141 to 223.161 is in addition to any other authority a city may have under state law, its charter or its ordinances to create or finance economic improvement districts. [1991 c.698 §7]

**MINUTES**  
**City of Newport**  
**Parking Study Advisory Committee**  
**Project Kickoff Meeting**  
**Newport City Hall Council Chambers**  
**Tuesday, March 8, 2016**

**Committee Members Present:** Wendy Engler, Sharon Snow, Tom McNamara, Kathy Cleary, Linda Neigebauer, Bill Branigan, Cris Torp, Laura Anderson, Janet Webster, and Gary Ripka.

**Committee Members Absent:** Frank Geltner, Bill Bain, Jody George, and Kevin Greenwood.

**City Staff Present:** Community Development Director (CDD) Derrick Tokos and Executive Assistant Wanda Haney.

**Consultants Present:** Lancaster Engineering: Brian Davis, Todd Mobley, Gwen Shaw, and Heather Mobley

**Call to Order & Roll Call.** Tokos called the meeting to order in the City Hall Council Chambers at 5:36 p.m. and thanked the members for joining the kickoff session. He asked everyone to please give a brief introduction and state what they are hoping to get out of this process. Branigan, Planning Commissioner, hopes to get a resolution to the parking problems we have on the Bay Front and Nye Beach; it's a problem, particularly in peak season. Gary Ripka is a fisherman and a Bay Front business owner. Janet Webster, who lives on the Bay Front, doesn't know if it's a solvable problem; but she thinks there are some ways to make parking more accessible. Laura Anderson, a Bay Front business owner, said that she didn't have any huge expectations of this project but knows that we need some metrics to be able to do the planning process. Wendy Engler, Councilor, Nye Beach Parking District member, and small business owner, is hoping that there may be ways to get people to walk a little bit more. Sharon Snow works at one of the processing plants on the Bay Front. Tom McNamara, City Center business owner, noted that the parking in City Center isn't as much a problem as the public perception is; there's public parking, it's just getting folks to use it. Linda Neigebauer, who has property and a business in Nye Beach, hopes we will come up with more ways to manage parking. She added that there always will be a problem; when there's no longer a problem, you no longer have commerce. We just have to get our parking problem a little better managed. Kathy Cleary, a Nye Beach business owner, hopes that with all this we can come up with solutions that are friendly to everybody; but especially the locals. Her biggest fear is that we are going to do a great program to get visitors to come here; but the locals won't come if they have to pay. A lot of her customers are locals; and we want to encourage them to be our customers. Cris Torp, a Bay Front business owner, said that much like Anderson, he isn't sure that he has any real expectations. He noted that some of what the Bay Front committee has worked on hasn't been shared with the other districts. His hope is to get to see what the others are doing and how maybe we can get together.

Heather Mobley with the consultant, Lancaster Engineering, said that she will be handling the logistics of the inventory and data collection. Gwen Shaw will be assisting Brian Davis, who is the project manager. Todd Mobley, the firm's principal, noted that Brian Davis who is the project manager will be the front man on this; and Mobley's role will be to oversee the process. Davis said that he's happy to be here because their team has done a number of these so far. When you get into parking it involves spending time in a location and getting to know it really well; and they're happy that they're going to be doing that here in Newport, which is one of his favorite places to come.

Davis said that the comments made so far affirm some of their suspicions going into this. There's always going to be an issue with managing parking. He said, as was mentioned, if you have commerce, you have parking demand. It's a good thing really; but it raises issues too that they will help figure out. Every city has its own unique challenges, and they have to figure out all these little idiosyncrasies to get a well-working plan. He noted that with Newport you have to have something that works for both the locals twelve months out of the year and something that's welcoming to tourists that supports that activity and that manages this hugely intensive demand that we have in July, August, and September. When parking starts to fill up, what you typically do is add more parking; but there's a significant amount of expense in adding parking. So the question is how to do something that doesn't put an undue burden on the City for those eight months you don't have that problem; but at the same time accommodate the crush of demand we have in summer. He thinks it's important at the onset to define a vision for how parking should work. The conventional wisdom is that you should be able to park reasonably close to where you want to park any time of the day without

excessively cruising around looking for an open space. He said to whatever extent they can over the next several months, their firm will try to figure out how to get from where we are now to that ideal vision where all customers can just pull right in and park.

Webster said that she disagrees with that vision. She said it depends on what he calls close. She noted that some of the members are looking for alternative ways so it's not a parking issue; it's getting people to a place. If we keep focusing on cars, we'll have to build a parking structure on the Bay Front. The beginning of crab season, all of July and August, and during the Seafood and Wine Festival, it would be full; but most of the rest of the year it won't be used. She thinks to just keep focusing on parking is a false statement. Davis thinks she's right on in terms of having to view the system holistically. Something that has come up again and again is that we need to have more people walking; as well as maybe employees can park farther away. You also have areas that are less parked up than others; so there's better return on your investment if we can get people to park there and walk.

On his PowerPoint, Davis showed the work plan calendar, which was also provided in a handout. He explained that there are several pieces. The first two phases are the opportunity and constraints and the analysis. He said that's their opportunity to sort of tease out what will have the effect that we want to see but also what is politically possible and palatable to the committee as well as other folks in the districts. Davis thinks as we start the process for the first two phases that's where we're really going to take a deep dive and see how parking is working or how it's not, what should be the case, and what the districts want to see as mitigations that will get things closer to a vision. The first thing they are doing, and have already started on, is the phase that they called "opportunities and constraints." That will involve a lot of the consultants walking around Newport and getting an intuitive feeling for just how things are going. He's particularly interested in seeing some of the land uses that are driving this demand. On 101 is it stores that are driving demand or is it residences off 101? Those are the sorts of things they are going to be looking at. He said the big thing is talking to the committee members. He thinks that they are going to break it into three separate areas and involve as many folks as they can. Get a broad range of opinions to see what the problems are and what sorts of solutions you find palatable. Tokos added that the basic structure they were thinking about in terms of outreach and engagement with this committee is that the consultant will be working on existing conditions and doing some mapping; so getting some information together. The consultant has the background information that was provided in the RFP and has been working through that. The next round after this meeting where they would be coming out would be this opportunities and constraints discussion. This was kind of a concentrated period, say three days, where we would advertise in advance meetings in the Nye Beach, City Center, and Bay Front areas; and try to pull out the broader community of stakeholders to engage and share their thoughts on what some of the key opportunities are in the respective areas or maybe barriers to accomplishing some of the things people want to see in these areas to inform this process. We will have kind of a preliminary capital list in terms of what we have out there; inventoried parking areas and what we need in terms of maintaining those. Then we will put on the table a parking structure on the Bay Front or some sort of small parking structure in Nye Beach. Put those out there for people to provide some preliminary feedback on. This isn't a commitment to do it, but we would like to know more about it; along with sidewalk work or anything else on the pedestrian side. He thinks that's also an opportunity to poke at the transit question that the Bay Front folks have been spending some time on. Get those up and get some preliminary feedback from the community on those before moving down further into the list. Lancaster will take that and work that; and then they are going to be moving into their parking demand analysis, which is going to be the evaluation of utilization and turnover rates both during the off-peak and peak. When they complete that analysis, they would be bringing that back to this group to take a look at it, ask questions about it, potentially seek revisions to it if needed, and give them feedback on that so they can refine that piece. Tokos noted that another engagement piece with the committee would be the capital needs assessment. This is where they would be bringing back the information they collected from those stakeholder meetings with more refinement about these are really the capital needs that we think you need to be focusing on, this is what those costs would be, and here are some different suggestions for how they're funded. That would be a separate meeting where the committee could poke at it and seek changes. The final time when they would be coming back out would be the final report with recommendations and policy considerations. There will be at least four meetings with this group; then there's the opportunities and constraints, which would be the meetings in the three districts and drawing in a larger audience. He said there's certainly room for another meeting or two; but that's the general framework.

Webster said that at one parking district meeting they were talking about the study, and it was articulated that on the Bay Front they feel that the committee has a pretty good idea of opportunities and constraints. They've been looking at it for a long time. She wants to make sure that the consultants pick the committee members' brains rather than

having to call in a whole other group of people. She said they're welcome to do that, but she's not sure how big a group they'll get. With fishermen, it depends on the season. She's not saying not to do that. But, she's also on the budget committee and knows how much was budgeted for this study. There had to be some taken from the districts to do it. It's well-documented what the committees have talked about. Davis thought this was part of that process. Part of what he hopes to do is pick everyone's brain. As far as the timing of the stakeholder meetings, he thinks they have sort of a range there but nothing firm yet. Part of what they hope to take out of this meeting is when that will work for everyone; and they'll come back and start that process. Mobley said late March is where it landed on the calendar; but they definitely want to hear the committee's input.

Cleary said when those in Nye Beach go around and talk to other businesses, which they did when they first formed the district, nobody really has great solutions. They just complain. The district has been through that process of trying to get the community involved. There's nothing positive that comes out of it. The district committees have all worked really hard to get the ideas down. Neigebauer said that there's that part of that about being transparent. You need to give everybody as many opportunities as you can. Make sure they at least have an opportunity to voice their opinions. We're pretty good about doing that. We'll beat that dead horse one more time. Engler said it would be great if we can get an article in the paper. Use as many different angles as you can.

Davis said it's interesting that with parking what the data says is a good idea and what is broadly palatable politically; the overlap tends not to be big. He's pretty sure the group has an idea of what the problems are and have some really good ideas of potential solutions. Some of the times one of the really good solutions that comes up is metering, which solves a lot of parking issues, and people hate it. In order to get everything out there, he thinks it's really good to make sure everyone has an opportunity to express their opinion. He said sometimes it's useful to ask people questions in some different ways. If you ask, "Do you want to pay for parking when it's free now?" not many people will say that's great. But if you rephrase that and ask, "What's it worth to you to not have to search for parking and be able to park right in front of where you want to go; how much would you pay for that?" sometimes a lot of people will say that's worth a dollar or two an hour. He said there's almost certainly going to be the complaint session aspect of it that's not going to be terribly productive. They're not going to try to reinvent the wheel; but there are benefits of having that sort of broad outreach.

Ripka said the district had one meeting where they talked real heavily about meters on the Bay Front. He thought they were heading down that path; that they were going to do meters even on an experimental trial. Nothing happened, and that was the end of it. Mobley said one of the things they hope to get out of this is some data to look at. Like if you did install meters, what would the revenue stream look like; the costs of the meters compared to the revenue over a course of a year. Maybe people can make a more-informed decision whether that's something to try or not or identify some other potential choice. Ripka said at that particular time the district had the money in the budget to do that. Webster said when you're putting options out to people, just make sure it's a broad range of options. Mobley said it would be. This is really at the front end of our schedule so those outreach meetings and opportunities and constraints are not after they have their data that maybe they can use the data and can recommend some solutions. It's a bit more brainstorming, but also hearing some complaints too. We don't want to rule out any solutions at that point.

Engler thinks it would be good to walk around with the stakeholders too; not just looking at a map, but actually getting out there. Maybe that means meeting in the morning or on a Saturday. Mobley said part of the data collection when they measure turnover in the congested area is that they will break it into routes and walk it hourly to record license plate information. After you've done that for a while, you really feel like you know the area. Definitely being out there and walking it and entering your input at the same time is great.

Webster asked with the other studies they've done if it's been kind of a one neighborhood type of thing because here they're really doing three. Davis said they did something really similar a year ago in Portland where most of the development has been infill development. So, a lot of the historical neighborhoods where it used to be easy to park are filling up pretty quickly. That study was really pretty similar in nature in that there were five distinct areas. Each one did have its own unique problems, but there were some underlying similarities. He listed those study areas that were in Portland. Davis said when he presents the parking data, the group is probably going to think he's really boring. He is going to tell stories about land use because parking is directly correlated by what the nearby land uses are. When you have areas where the land uses are varied, you will have similar variations in term of how parking is used. Torp asked when they did the five distinct districts in Portland if they came up with one plan that was similar in all districts or were there five. Davis said that's an ongoing process. He said it's closer to one plan. The goal of that project was

to come up with something that could then be applied later to other areas in Portland as they start to fill up and run out of parking. What that's leading to is an opt-in permit system where a neighborhood can carve off a certain block radius that they want as a permit district and the city would take the cost of administering that and return all the excess revenue to the neighborhood. The neighborhood would set their own prices for the parking district. Webster asked how they assess the land use. Davis said, walk around. Webster said if you walk around Nye Beach, you'll see a lot of small houses. She asked if they're assuming those are permanent residences. Davis said you can usually tell. He said the first thing he's going to do after they do the data collection is graph the occupancy over the course of a day. Once you make that graph, you can start to say a lot about what land uses are driving it. For instance, if he's in a residential area, you will see pretty clearly a u-shaped graph where parking is the highest during the day, it's tight at night, and it's depressed in the middle. In contrast, in mixed-use you'll see something that has a camel curve; two humps. One around lunch time and one around dinner time. This is a natural thing that arises when you have a bunch of different land uses that are generating demand stacked on top of one another. The size of those two humps on the graph can also reveal a lot about what the key drivers of parking demand are. Mobley asked if Webster's question is geared more toward year-round residences or vacation rentals. Webster thinks we are seeing some major shifts in how property is being used as it turns over; particularly in the Nye Beach area where you have a rise in vacation rentals. That's a whole different use pattern, and it's a different pressure being put on Nye Beach in terms of parking. On the Bay Front it depends on what fishing season it is. Ripka said on the Bay Front on the one side it's heavy industrial fish plants, and on the other side you have curio shops. It just really depends on what the season is. When hake season or shrimp season is going on, it's heavy industrial; a lot of plant workers. There's no real hump to show; it's running around the clock. He thinks it's going to be a hard thing to study. If you do your snapshot at the wrong time, you really get the wrong idea. Davis said that's one of the key pieces of discussion they want to have tonight; when is the right time? One of the things he learned today is that even in April if it's a really nice beautiful sunny day, the parking demand is going to be more like it is in July than on a rainy day. He thinks moving forward it's going to be important to see the busiest of the busy, and it doesn't really have to be the least busy of the less busy, but it should be something indicative of what it's like the eight months out of the year where the parking is not driven by tourist traffic.

Engler said that we might have something really interesting happen when they close Highway 20 for six weeks or something. Tokos said that's a great point actually. We need to get that schedule for when they're going to be doing those closures. We need to get better information about what exactly is coming down the pipe because if there's any significant closure, that gets at the timing of this kind of stuff. Tokos said we need to get some information from the ODOT US 20 team on that.

Engler said a hot spot in our city center is with the public market, which is May through October. There's some very specific disagreements about parking there. Then we're opening a new pool at the end of the year, and our senior center needs more parking, and the city hall campus is congested. There is a parking plan, but she doesn't know if there's room for improvement. Tokos said possibly. There is a plan that he calls the failsafe plan. If we have to do it, we can put additional parking on the south side where the lawn is. He doesn't know that it's the most desirable solution; but it's a failsafe solution. He and the consultants did talk a little bit about that. They have the background information about the new aquatic facility and what that new parking layout would look like. They talked about capturing during the summer peak a weekend where we're going to get the farmers' market activity in the city center factored in. Webster said if there's an event at the rec center right now it's completely off-kilter because of the parking that is all taken up with the construction. Tokos said the aquatic facility isn't going to open until around Christmas. Mobley said that the farmers' market would show up in the data they collect for City Center; but it's not specific to the farmers' market. He knows there are a lot of issues with parking and where that might land and what its impacts are, so he will make sure that it's clear that it will be in the data. We can look at it and analyze it in that way; but it wouldn't be a targeted study where they look only at the farmers' market and decide what its impacts would be. So, it wouldn't be a comprehensive farmers' market parking study.

Webster asked when they're collecting data if they are just looking at on-street parking or at all private and public lots. Davis said for this one they will look at all of it. It depends on the area and the study needs. The good thing about doing it in Newport is that so many of the lots are public, and they can go in and see what they're doing with parking. With private lots they can observe; there are kind of two options. It sounds like several of the owners of private lots are on board with this; so they will allow them to go on and count all of the parking spaces and count all the cars, which is what they like to do. Occasionally what they have to do is stay within the public right-of-way and observe. That gives them something to work with, but it's not perfect. Tokos said for example on the Bay Front we're



going to have to do some outreach with the whole Lee Street area where we have a couple of different private lots; the one behind the Wax Museum and the one by Doodle Bugs. The first tier up is also private, and then public at the top. He said we're going to want to do outreach with those owners. He thinks they would be willing to participate; we just want to make sure they have advance notice and are not surprised.

Tokos said that there's a little bit different program for the residential areas in Nye Beach. We don't have it in the budget to have someone walk every single residential street and collect data at the same level they are like along Bay Boulevard. He asked the consultant to talk about that. Mobley said that in residential areas it would be overkill to lap those streets every hour and record turnover. You can spend a lot on labor costs. They do more of a targeted approach at the times they know residential demand is higher. They would look at the late night or early morning hours when demand is usually highest. Then they can see the difference between residential parking demand and the commercial corridors. So when you start looking at things like meters that might displace some of the parking out to the residential neighborhoods, they'll have some numbers behind that. Cleary said the way Nye Beach is set up, the residential areas are within the commercial zone. So if the resident is not parking in front of his own house, a customer probably is. She knows that there's a peak when they're coming home or going to work. But all during the day there are going to be people going shopping in the commercial district that will be parking in front of their house. She doesn't think it's going to be a standard residential outcome. They're short little streets lined with houses, and everyone parks in front of them. Heather Mobley said those will probably be looked at more from a commercial aspect. Tokos explained that he talked a little with the consultants as they all did a drive through today that those residential streets between Surf and Coast for instance would be treated like commercial; they'd walk those regularly. High Street or Hurbert would be less frequent analysis. Webster wondered if the consultants have a map they could share with the Nye Beach parking district. Mobley said so far they're working off maps that were produced previously. Some of their initial tasks are mapping existing conditions. Right now to just get started they're working off the existing maps. They will have maps of each area that they can use. Tokos asked if they're thinking of having that actually for the opportunities and constraints conversation so there can be at least a piece of that conversation that can be about making sure things are dialed in right on the parking demand analysis. Mobley said he would like to get the GIS data squared away and work up their base map. He said it's interesting to see these three districts on one map, but he would like to have some of that mapping in place to inform those discussions. He said schedule-wise, they're on track for that.

Anderson asked, in terms of the deliverables, if the analysis the consultant gives us will actually have a recommendation; this is where we recommend meters go, this is how long meters could be set for, and this is a price per hour. She asked if that's part of the deliverables. She wondered what to expect. Davis said it's probably not going to be something as clean as "you should do this and this and this." It depends on what the data shows. He anticipates it will be things showing a range of possible solutions. He will try to present the data as clearly as he can. Explain what's causing the patterns that we see. Find out where it's not working, which the group probably already knows; but how badly it's not working. That will really inform things like "here's where you should meter." Anderson said what she's concerned about is that some of the studies we've reviewed said here's a recommendation that you can have meters and charge anywhere from \$0.60 to \$3 an hour, and you can meter from 30 minutes to 3 hours. She said that's not really helpful or useful information. She's not expecting it to say, "Here's your solution;" but she's hoping to get a range that is more informative than what the broadest basic common sense could say. She asked if they had a sense of what it would be. Mobley said it would be good to see those studies Anderson didn't like. He said company-wide, particularly with studies like these, they want their recommendations to be practical and approachable. Not a big metrics that's confusing where they can say they did the plan, and nothing ever becomes of the plan. Their goal is to make this practical and functional. They will try to narrow that down as much as they can and keep it informative. It might be that metering in this realm is a way to manage demand, or maybe that doesn't sit too well politically because prices are too high, so maybe it becomes more of a revenue source at a lower end. Anderson said, as Ripka had mentioned, the Bay Front district was at a point where they said let's try meters. She said the reason that didn't happen is because we said we guess we need to know the turnover of an average parking spot in July so we know how long to allow a car to stay and what to charge for it. She hopes we get something that gives us that level because she feels that as the Bay Front association we were willing to try something along these lines.

In that vein of expectations, Anderson said with the capital needs assessment she is happy to hear that the deliverables will include cost estimates. Estimating the cost of a three-story structure is probably risky business where it's probably pretty easy to estimate what the cost of ten to fifteen spaces is going to be. She wondered if that's realistic and if they are going to have an actual dollar figure estimate for each proposed change, upgrade, or project. Davis said in terms

of recommending say metering and what range of prices, that's why he wants this to be an interactive process. He said that depends on what you want. So if you want for instance your customers to be able to park in front of your store whenever they come, he will recommend something differently with the same existing conditions if someone else wants them to be able to walk a few blocks. How you price the parking is really related to two things; one is what the behavior is now and what he calls unconstrained conditions, which is a fancy way of saying all the parking is free. If you want parking available on every street, that's going to be a higher price point than wanting to make sure we can accommodate them somewhere in Nye Beach. What we decide to do in terms of the meter, and what we decide to do in terms of pricing off-street parking will probably heavily inform what kind of capital needs there are. If there's some way to meet some of the demand on the Bay Front with transit by having people park farther away and having a way for them to walk to the Bay Front or have transit there, that's going to be a different outcome in terms of whether you need a garage in the middle of the Bay Front or not. Tokos thinks it would be helpful with the opportunities and constraints if Lancaster could start to frame that to get that information from folks that they need. To Anderson's point, Tokos said we are prepared to help inform them on the capital side in terms of working with costs. He expects cost estimates out of this. He said Public Works and Community Development will be working to get the consultant the information that they need to get those estimates. But we fully expect that when you get to the capital needs assessment piece meeting that there are going to be some different options in there, but they will be priced. At the end of the day there will have to be some policy decisions made by folks as to which of those avenues to pursue or prioritize. But there will be enough concrete information there that you can make an informed choice. Anderson said that's important to her. People are coming to the Bay Front committee to get some of the money they had. Before they give away all this money, she would really like to see a list that has "this is what it would take to do that" to at least consider it.

Anderson asked, when Davis said transit possibility, is that something that could potentially be included as a project in the parking study because that's something the Bay Front has talked a lot about in terms of finding ways to move people during those peak seasons. Davis said he's not sure with the transit piece what they would do there; but certainly that is going to drastically affect their parking projections moving forward depending what happens with the transit piece and what shape it's in and how much is invested in it. They will be looking into that. Tokos said we will need to get some costs as part of that. That would be a piece of the capital conversation. Tokos shared the map that the district put together. He needs to reach back out to get a little better understanding of the latest concept that they had as part of that. He has the map; but because he didn't participate in the last conversation about that, he doesn't know what the full context is. He would like to get that to the consultants. Torp said that he hasn't got the figures from Mid-Columbia. He wondered if he should get those now and send them to Tokos. Tokos said if Torp could kick those to him, and he could send them back out to the group to make sure he understands it correctly and then can send it back to the consultants. Torp said he, Webster, and Anderson had a sort of ad hoc meeting in late October where they discussed having Mid-Columbia or whoever else be the entity. It would be a simple loop basically from the Port down to Hurbert Street, down to Nye Beach to Coast Street, and up through the Boulevard or whatever. Basically about a five- to six-mile loop. They were looking at a pilot project. They wanted to run July and August. Cleary said that's been done a few years ago. Torp said the hotel association and Lincoln County Transit had a system. Neigebauer said it didn't start as that, it was just the Bay Front to Nye Beach; that was all, and it was free. It was supported through grant money that Transit got; and they are willing to do something like that. Torp said that the figures they got from Transit at one time was \$90 thousand. Neigebauer said it's not that much. Webster said that's what they quoted us. Neigebauer said that Lincoln County Transit has buses that have bike racks on them, all handicap accessible, they are decent seats to sit in, they can accommodate car seats; all the things you need for all the rules. They do all the drug and alcohol testing, and they do all the training. You pay for all of that, and it's available; you have a contract, and they are there. She said we had that service that ran every day of the week for a period of time; then it was Saturdays and Sundays only for a period of time. Now we have a loop that runs seven days, nine hours a day, and goes to every single neighborhood in the area; though you have to wait an hour to get from one place to another. By adding one more bus, you go ahead and adjust your loop back and forth, and folks can still take that bus back to their hotel or do whatever they have to do. She said the system is already there, and they are very agreeable. Webster thought what Torp is saying is that they have been looking, and when they talked to Transit two years ago, given the current structure, it was pretty costly. Neigebauer said she will find out some more information. Torp said it was a pretty aggressive schedule. Anderson said that one thing she realized was that there's an issue with employees parking. At one point in the summer she had 25 people clocked in, and they were all parked down on the Bay Front somewhere. During shift change, it could be even twice that. That's when they started initially just thinking about moving employees. She's sure that Rogue and Mo's has similar numbers of employees; and there's smaller employers, too. She's thinking of three employers that probably have 80 parking spot needs just for people going to work. That

was part of the district's bigger discussion; and when their employees get off work, their safety is important, and all of that.

Webster said as we get down to the end of this process, Lancaster presents findings to stakeholders, which she assumes is this committee, then the final draft report goes to the City, and you get feedback from the City. Her question was who the customer is here; is it the City of Newport, which she considers to be administration, or is it the parking districts? Who's going to be making decisions on this? Tokos thinks there is room for recommendations coming out of the parking districts. He thinks there's room for recommendations from the Planning Commission. At the end of the day, for example if a decision is made to put meters in a portion of the City's rights-of-way that will come to the City Council. He expects that they would want to be informed by the parking districts and the Planning Commission before they make the call as to which direction they want to go. Ripka agreed that they're going to want a recommendation from the parking districts.

Mobley wanted to hear a little more about timing. He said right now their goal is to have a snapshot of how it looks over the course of a year; so to have peak demands and off-peak demands. He said schedule-wise and budget-wise, they are somewhat limited. Their current plan is to look at April conditions and July and August as peak and off-peak, but not the bottom of the curve. They can use things like room tax data and traffic count data to estimate the bottom of the curve. He said Ripka's point is good about how they choose those snapshots. Ripka asked how many snapshots they want to do. Mobley said they're still in the process of working out the logistics of how many people they will need and how many Saturdays it would take to gather all of their Saturday data. A couple of weeks probably. Ripka asked, a couple of weeks of just one snapshot, or a couple of different snapshots? Mobley said say that April weekend data might cover two weekends. Davis said another point to consider is what day they should be out there doing it. He said for peak of the peak, they should probably be out there on a Saturday. So a Saturday in August or July they will do their peak study because it's super-busy. It sounds like they likely would need two or three Saturdays to get in everything they need for the peak. He thinks the peak part is pretty easy; they look at Saturdays in the summer. They will work with the committee to pick the best busy Saturdays. He said the big question for him is this off-peak; what is he trying to figure out. It's really how parking is functioning in average everyday conditions; there's some tourist demand, but not a ton. He wondered when a good time is to look at that; is the best time a Saturday in April or a Thursday in May. Ripka said that a Saturday in April is a mix; it depends on the weather. For the fishing side of it, shrimp season starts so there's a lot of long-term parking. If the weather's good and it's the start of shrimp season, there will be a lot of cars; but if the weather's bad, there's probably not many there. Mobley asked when the boats are out, how long are they out. Webster said it depends on what they're fishing. Ripka said if they're shrimping, they're probably gone for four or five days. Webster said with shrimp, they're also processing too. You have shifts at the plants that start early in the morning with multiple shifts. Snow said they don't do shrimp; so June through the middle of October they're operating 24 hours a day. They have about 150 employees working 12-hour shifts. So they're coming in at 6:00 in the morning and leaving at 6:00 at night or in at 6:00 at night and leave at 6:00 in the morning. They take up a whole lot of spots. Ripka noted that there's also another processing plant, and they are running at least two shifts. Tokos asked Snow what it looks like right now in terms of their operations or going into April. Snow said right now they probably have about ten cars per day Monday through Friday. Come June, they'll have probably about 25 cars per day seven days a week. Tokos said if the consultant picks say some Saturday or sometime in April will that pick them on a slow time. Snow said that they don't run on Saturdays now; but Pacific Seafood will run on the weekend. Tokos asked if it's important that Lancaster look at the same days for peak and off-peak for their analysis; so if they're looking at a Saturday for peak, it would be the same for off-peak. Do you want to keep them the same? To maintain that consistency Mobley thinks so. Tokos asked, so some April Saturday would be representative of an off-peak condition generally. Ripka said not necessarily because you have shrimp season going on. That's not representative of off-peak; that's a pretty heavy time. One processing plant is running full-bore. Webster said it will be off-peak for visitors, though. Ripka said before spring break. Anderson said the main week of spring break this year is right before their anticipated data collection timeframe. It's the last week of March this year. There's probably more spring break traffic that will continue to occur the first week of April, but it's not the peak. Heather Mobley said that spring break for Clark County in Washington is the first full week in April. There's one week in between those two major spring break weeks. That week is sort of out just because it hits on both sides. Anderson said her restaurant on the Bay Front is probably a pretty good indicator; and they will see an uptake for spring break and then by mid-April they'll hit another lull until mid-May. The last two weeks of April are kind of a lull from the visitation standpoint, but not from the fishing activity standpoint.

Ripka said that November would be an off-time. Cleary said it's so weather-driven. Even in July, if it's really hot in the valley, people are coming over here to cool down. If it's pretty nice in the valley, they're staying there to enjoy it. So even though July is their first busy month, it may not be. In June last year, they were busier than in July. June was so hot that they came over, but it was pretty nice in the valley in July so they stayed home. Because it's so weather-driven, it's really hard to predict. She said if you're only doing Saturdays, you're looking at the visitors. If you look at mid-week, you will look at the locals. Davis wondered if maybe they should do a weekday for off-peak. It's not essential for them to see the lowest demand period because if we're trying to figure out how to manage parking demand and no one is parked, it's really not a problem. As he understands it we still have some parking congestion even now when it's really not very busy. He wants to see the parking during those problem times even though it's not the worst, especially if it's a problem of a different character than what they will see in July or August. He's starting to think in that case it does make sense when they do data collection in April to have it be a weekday as one thing to look at and then try to come down on a Saturday when we are getting hammered and look at that. That's where he can really start to tell us what kind of strategies start to accomplish things. Tokos thinks it will be important to try to convey what conditions were when you were doing the analysis. At least early on in the discussions, people are going to want to know what the conditions were. He said if Davis can get the dates out, he's happy to send them out to everybody to see if they have any major issues with them. Mobley said they can get those dates penciled in. They are kind of looking preliminarily at those two weekends in April following the Washington spring break and before Oregon; the 16<sup>th</sup> and the 23<sup>rd</sup> are those two Saturdays. Heather Mobley said if it's rainy, that would be even better.

Webster said that one thing on the Bay Front has to do with traffic. She wondered if they are doing traffic counts. She's thinking about truck traffic in particular because that's a different type of parking. Tokos said traffic counts is not a part of this study. Webster said they have pretty massive truck traffic down there, and that changes the flow. With deliveries, they have parking in the street. Tokos said he could certainly talk to Public Works to see if they would be amenable to getting a traffic counter down there. Webster didn't know if that would help. Tokos said that will just give general traffic counts; not just trucks. Webster said it's just another thing to consider. Mobley said they have seen in other places where early in the morning when other traffic's busy some trucks will park where it's convenient to load and unload. He expects that there's a lot of that activity on the Bay Front.

Davis said the data they collect will be imperfect, and there's not a ton to do about that. That's exactly what he wants to see; sort of a snapshot of how parking is working. It may not be the most typical day, but we'll see a snapshot; and it will be good enough to really start to get at some of the issues that are driving parking, especially when we compliment that with our peak things. He said there will be things that show up; and there's nothing to do about that. We will get enough of a picture that we can really start to get at some management strategies. That's why he's thinking to do the Saturday in peak season and then a weekday preferably where we're getting some level of fishing activity even if it's not the highest and do what it's like on the typical weekday. He thinks once we pair those two together, that's where we can really get to some answers in terms of how to manage that. He asked if that makes sense. There was general agreement with that.

Anderson had a question on the project list under financial strategies where "gap analysis" is listed; she said that's not defining itself to her and asked what that covers. Davis said when we get to capital needs there's how much it costs, and presumably there's going to be some revenue from that. He assumes if you're going to build a \$10 million parking garage, you're going to need to charge for parking. So, how do we project how that's going to recoup in parking over the next ten years? That can be difficult. So, you might have a situation where you have a \$10 million parking garage, and you know how to come up with \$4 million. That remaining \$6 million is the funding gap, and how do we fill that gap? Do you do a bond? Do you try to find grant money somewhere?

Snow wondered how strictly the City is going to enforce tickets for parking violations. Say a meter runs out, they get a ticket, but because they're from out of town they just leave and don't pay the ticket. Does the City actually try to chase people down? She sees the potential for that happening. Tokos said that's a conversation that's not been had yet; but it needs to be. He said the role for parking enforcement would change for the City with meters. Enforcement would pay for itself through tickets. We're not looking at meters subsidizing additional enforcement. What you get from those parking tickets would cover that enforcement. How that is performed would need to be adjusted, but that conversation hasn't been had yet. McNamara asked if parking enforcement isn't twelve months a year; and Tokos said he believes it is, but it's scaled slightly. They bring in some additional resources in the summer. It's intentionally not every day because they don't have the resources to do that; so they stagger it. Webster thought that she recalled

in the conversation the Bay Front committee had with them that they said they do more in the peak season and then back it off the rest of the year.

Davis said that something a couple of cities are doing, and one thing to look at just to have a more positive interaction with customers, is not ticketing at all and instead do graduated meter rates; \$0.50 for the first hour, \$1 for the second, and \$2 for the third. A lot of times, if your goal is less to raise revenue than just to manage parking and make sure your customers have parking available for as long as they need to park and come in and patronize your business, you could do those graduated rates too. That's something they will put on the table when he offers recommendations. Webster said something we need on the Bay Front is that long-term parking because we have the charter businesses as well as the fishermen. Tokos said that permit parking will be something we want to at least explore, particularly in the context of the Bay Front on the east end and the Port. Davis said as we transition to the opportunities and constraints piece this is the sort of information that he needs this group to convey to him; "I need this sort of special parking for this purpose here." In the case of the Bay Front on the touristy side of it, you're going to want probably heavy turnover and a lot of availability. Then as it transitions into more of the fishery-based part of it, that's going to be a whole other management strategy. He thinks there's probably a lot of nuance there that the committee will want to convey to him as we go into the more-detailed study. Ripka said that east end's going to have to have permanent parking for the fishermen. Tokos said that needs to be vetted. We need to get Kevin Greenwood into that so that the Port can have some discussion about its roles and responsibilities related to the permit program.

Davis said that something they're doing in northwest Portland is either meters or permits. If you're coming in from out of town going to the commercial strips, you park and feed the meter. Where if you're a local resident or business owner, you apply for a permit and pay the annual fee and are exempt from having to feed the meter. Tokos said that's a good point because that gets at something that Nye Beach has been doing. He sent the information about their existing permit structure to Davis, and that's something we need to discuss; how that is adjusted and works moving forward. He said maybe that would be something that fits into Nye Beach where we have some homes that have no alternative but to park on the street. We don't want to put those people in a position where they have to feed meters. We have to come up with a solution on that; and maybe that is continuing that permit program in some capacity moving forward. Davis said for Newport where there's a big tourist demand, that's a model that we might want to look at more broadly in a couple of districts; maybe in all three. He said it sounds to him like you're not particularly looking to raise a lot of revenue from the people who live here and the people who come here every day. It's just sort of a revenue stream, but also just a management strategy for when things get really crazy in the tourist season. So, that's probably a tool that we could really look at to improve things; that sort of opt-out of the meter by paying an annual fee for a permit.

One thing that Tokos wanted to talk to the group about is that all three districts will be expiring this year. His advice would be to take an ordinance to the City Council extending each of the districts one fiscal year so that this process can conclude. He says that because our expectation is that this process will include a recommendation whether or not a business license surcharge should be assessed to businesses to generate some funds and whether that should continue on an ongoing basis or cease. He thinks it would be awkward to allow these to expire. It ceases for one year and then a recommendation comes out and you want to reinstate it, and that would cause business owners to get a little upset. He asked if that seemed to make sense. Tokos will do the ordinance work, he just wanted to make sure he had a chance to talk to the districts about it. He said it seems to him to be the logical thing to do. That way, it will extend us one year, and then this process will be completed in time to inform whether or not that should be something that continues or not. Webster wondered if it shouldn't be a two-year extension because by the time we take recommendations and come up with solutions, she thinks we'd be up against the same thing. Tokos said that's a good point. He appreciates that.

Cleary said that she was really impressed that on the Bay Front they got enough agreement that they were ready to start trying meters. Tokos thought that one positive that will come out of this is if the policy choice is ultimately made to do meters, there will be information in here for what the money will be used for. He thinks that's a big piece of that. There will be an opportunity for policy-makers to make a conscientious choice that they want to do this and this is what the money will be used for. Webster said if we start generating money there then maybe we could fund doing that shuttle. She said we'll need it because of the TV show, there will be so many people coming to the Bay Front. Ripka said that's a possibility. They've talked about that with the Port. They already have some people coming on the docks taking pictures of the boats just from internet releases. He honestly thinks if this show goes at all, we will see a lot of people on that end of the Bay Front. They already have problems with that in Seattle. They had a problem

in Toledo where they were working on one of the boats. He's a little concerned and has talked to the Port about possible problems with that; with tourists coming to that end of the Bay Front where there's already a limited amount of parking for fishermen. He said this could be a problem down the road.

Davis said he would like to be in touch with the members when we launch into the stakeholder interviews in this next phase. He thinks a lot of the members obviously have a lot of information that he needs to hear and to know about as we move forward. He would love to get the tour and walk the neighborhoods and that sort of thing. Webster asked how firm the dates are. Davis said he didn't think they're that firm yet. Mobley said he would take those dates to mean the end of March. They can follow up. Davis said they will be in touch with Tokos. Tokos asked Davis to do that as quickly as they can so he can get that passed along to the group so they can pencil that schedule in.

Webster wondered if signage is anything the consultant looks at. Davis said they will certainly address that. Engler asked when they would like to get the different documentation they have. In Nye Beach, they've been working on this for years. They've counted all the parking spaces and have all the background information. She didn't know if he wanted that information, but if so when does she provide that; as soon as possible or when they are coming to the stakeholder meeting. Davis said if he can get that beforehand he will look at it before then. Tokos said to forward it to him and he will be happy to make sure Davis receives it.

Having no further business, the meeting adjourned at 7:02 p.m.

Respectfully submitted,

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Wanda Haney  
Executive Assistant

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## NOTICE OF PUBLIC HEARING

### PROPOSED 24-MONTH EXTENSION TO THE BAYFRONT COMMERCIAL PARKING DISTRICT

Date: June 20, 2016

Time: 6:00 pm or soon thereafter

Location: City Hall Council Chambers (169 SW Coast Highway, Newport)

Issue Before the Council: Consideration of an ordinance that would extend the Bayfront Commercial Parking District for a period of 24-months. This would allow the business license surcharge established with Ordinance No. 2020 to be collected for the 2016/2017 and 2017/2018 fiscal years. No change is proposed to the amount of the business license surcharge fee. The current business license surcharge is \$150 for businesses with fewer than 5 employees, \$300 for businesses with 5 to 20 employees, and \$600 for businesses with more than 20 employees. The surcharge is reduced by \$100 for businesses that provide off-street parking for their customers. The Port of Newport contributes \$6,000 a year on behalf of commercial fishing interests under an Intergovernmental Agreement with the City of Newport.

Background: At the request of area business owners the City Council adopted Ordinance No. 2020 establishing the Bayfront Commercial Parking District to generate funding to pay for parking system improvements. The Parking District is an economic improvement district, funded through a business license surcharge, and was authorized for a 5-year period beginning October 19, 2011.

Many of the businesses along the Bayfront rely upon public parking assets to meet their parking needs. There is no dedicated source of funding to maintain or enhance these facilities. The Bayfront Commercial Parking District was put in place as an alternative to a program that allowed developers to pay a fee in lieu of providing new off-street parking spaces to address the impacts attributed to their projects. That program proved to be unwieldy and has been discontinued. Without a parking district of some sort or a payment in lieu option, new development or redevelopment along the Bayfront would be restricted to those projects that can provide the parking they need outside of the public rights-of-way.

A citizen advisory committee provides oversight regarding the use of parking district funds. They support the 24-month extension as it will provide sufficient time for a parking study to be performed to establish whether or not the parking district should continue in its current form or whether an alternative approach should be pursued to address the area's parking needs.

As an affected business owner, please accept this notice as an invitation to testify in favor or opposition to the proposal. Comments provided in writing prior to the hearing should be directed to the City of Newport Community Development Department (contact information below). You are also welcome to testify in person at the hearing.

Additional Information: For further information or questions, please contact Derrick Tokos, Community Development Director, City of Newport, at 541-574-0626 or [d.tokos@newportoregon.gov](mailto:d.tokos@newportoregon.gov).

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875 SW BAY BLVD  
NEWPORT OR 97365

BAY STREET GALLERY  
859 SW BAY BLVD  
NEWPORT OR 97365

REPUBLIC OF CANDY  
855 SW BAY BLVD  
NEWPORT OR 97365

PIER 839 RESTAURANT & BAR  
839 SW BAY BLVD  
NEWPORT OR 97365

OCEAN BEAUTY SEAFOOD  
813 SW BAY BLVD  
NEWPORT OR 97365

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755 SW BAY BLVD  
NEWPORT OR 97365 *PO Box 1230*

LATTA'S  
669 SW BAY BLVD  
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OZONE ART GALLERY  
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MO'S ANNEX  
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PACIFIC MARITIME & HERITAGE CENTER  
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NEWPORT OR 97365 *545 SW 9TH ST*

LOCAL OCEAN SEAFOOD  
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SCHIEWE MARINE SUPPLY  
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156 SW BAY BLVD  
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MARINER ENTERPRISES  
250 SW BAY BLVD  
NEWPORT OR 97365

RIPLEY'S BELIEVE IT OR NOT  
250 SW BAY BLVD  
NEWPORT OR 97365

THE WAX WORKS  
250 SW BAY BLVD  
NEWPORT OR 97365

DOODLE BUGS  
334 SW BAY BLVD  
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WRIGHT & ASSOC  
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NORTHWEST KITCHENS  
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RIPLEY'S PROPERTY  
444 SW BAY BLVD  
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456 SW BAY BLVD  
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11531 SE Cedar St  
South Beach 97366

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NEWPORT OR 97365

ROUND TRIP CLOTHING  
602 SW BAY BLVD  
NEWPORT OR 97365

BAY HAVEN INN  
608 SW BAY BLVD  
NEWPORT OR 97365

OLD BAY FRONT BAZAAR  
618 SW BAY BLVD  
NEWPORT OR 97365

MO'S ENTERPRISES  
622 SW BAY BLVD  
NEWPORT OR 97365

MO'S 628 BAY LLC  
628 SW BAY BLVD  
NEWPORT OR 97365

2 KIDS CANDY STORE  
640 SW BAY BLVD  
NEWPORT OR 97365

BAY MARKET  
644 SW BAY BLVD  
NEWPORT OR 97365

ROGUE ALES  
746 SW BAY BLVD  
NEWPORT OR 97365

OCEAN BLUE @ GINO'S  
808 SW BAY BLVD  
NEWPORT OR 97365

WOOD GALLERY  
818 SW BAY BLVD  
NEWPORT OR 97365

APOLLO'S  
836 SW BAY BLVD  
NEWPORT OR 97365

SHARK'S SEAFOOD BAR & STEAMER  
852 SW BAY BLVD  
NEWPORT OR 97365

FORINASH GALLERY  
856 SW BAY BLVD  
NEWPORT OR 97365

NEWPORT BAY CANDLES  
424 SW BAY BLVD  
NEWPORT OR 97365

BREACH THE MOON  
434 SW BAY BLVD  
NEWPORT OR 97365

**\*\*undeliverable\*\***  
FRONT STREET MARINE LLC  
SEAWATER SEAFOOD CO  
761 SW BAY BLVD  
NEWPORT OR 97365

FRONT STREET MARINE  
113 SE BAY BLVD  
NEWPORT OR 97365

NOBLE ESTATE VINEYARD & WINERY  
146 SW BAY BLVD  
NEWPORT OR 97365

CITY OF NEWPORT  
 169 SW COAST HWY  
 NEWPORT, OREGON 97365

COAST GUARD CITY, USA



phone: 541.574.0629

fax: 541.574.0644

<http://newportoregon.gov>

mombetsu, japan, sister city

## NOTICE OF PUBLIC HEARING

### PROPOSED 24-MONTH EXTENSION TO THE CITY CENTER COMMERCIAL PARKING DISTRICT

Date: June 20, 2016

Time: 6:00 pm or soon thereafter

Location: City Hall Council Chambers (169 SW Coast Highway, Newport)

Issue Before the Council: Consideration of an ordinance that would extend the City Center Commercial Parking District for a period of 24-months. This would allow the business license surcharge established with Ordinance No. 2009 to be collected for the 2016/2017 and 2017/2018 fiscal years. No change is proposed to the amount of the business license surcharge fee. The current business license surcharge is \$35 per business license.

Background: At the request of area business owners the City Council adopted Ordinance No. 2009 establishing the City Center Commercial Parking District to generate funding to pay for parking system improvements. The Parking District is an economic improvement district, funded through a business license surcharge, and was authorized for a 5-year period beginning January 5, 2011.

Many of the businesses in City Center rely upon public parking assets to meet their parking needs. There is no dedicated source of funding to maintain or enhance these facilities. The City Center Commercial Parking District was put in place as an alternative to a program that allowed developers to pay a fee in lieu of providing new off-street parking spaces to address the impacts attributed to their projects. That program proved to be unwieldy and has been discontinued. Without a parking district of some sort or a payment in lieu option, new development or redevelopment in City Center would be restricted to those projects that can provide the parking they need outside of the public rights-of-way.

A citizen advisory committee provides oversight regarding the use of parking district funds. They support the 24-month extension as it will provide sufficient time for a parking study to be performed to establish whether or not the parking district should continue in its current form or whether an alternative approach should be pursued to address the area's parking needs.

As an affected business owner, please accept this notice as an invitation to testify in favor or opposition to the proposal. Comments provided in writing prior to the hearing should be directed to the City of Newport Community Development Department (contact information below). You are also welcome to testify in person at the hearing.

Additional Information: For further information or questions, please contact Derrick Tokos, Community Development Director, City of Newport, at 541-574-0626 or [d.tokos@newportoregon.gov](mailto:d.tokos@newportoregon.gov).

GREATER NEWPORT CHAMBER OF  
COMMERCE  
555 SW COAST HWY  
NEWPORT OR 97365

NATIONAL GUARD ARMORY  
541 SW COAST HWY  
NEWPORT OR 97365

LCSD  
PO BOX 1110  
NEWPORT OR 97365

THE ARK  
453 SW COAST HWY  
NEWPORT OR 97365

SHAWNA'S  
445 SW COAST HWY  
NEWPORT OR 97365

**\*\*UNDELIVERABLE\*\***  
VOLTA DELI  
433 SW COAST HWY  
NEWPORT OR 97365

PO Box 122

RIPTIDE  
437 SW COAST HWY  
NEWPORT OR 97365

SEA SERPENT SALOON  
443 SW COAST HWY  
NEWPORT OR 97365

RED LOTUS  
425 SW COAST HWY  
NEWPORT OR 97365

THE KITE CO  
407 SW COAST HWY  
NEWPORT OR 97365

PHOTO RUN PLUS  
355 SW COAST HWY  
NEWPORT OR 97365

CARPET GALLERY  
345 SW COAST HWY  
NEWPORT OR 97365

NEW 4 YOU  
337 SW COAST HWY  
NEWPORT OR 97365

NEWPORT HEAT SOURCE  
333 SW COAST HWY  
NEWPORT OR 97365

PAUL SCHBIG CPA  
307 SW COAST HWY  
NEWPORT OR 97365

CARVER CHEVRON STATION  
143 SW COAST HWY  
NEWPORT OR 97365

FLIPIN CHICKEN  
34 S COAST HWY  
NEWPORT OR 97365

BANK OF THE CASCADES  
10 S COAST HWY  
NEWPORT OR 97365

NAPA  
34 S COAST HWY  
NEWPORT OR 97365

DOLLAR TREE  
44 S COAST HWY  
NEWPORT OR 97365

BIG 5 SPORTING GOODS  
116 SW COAST HWY  
NEWPORT OR 97365

NOSTALGIA ESTATE SALES  
120 SW COAST HWY  
NEWPORT OR 97365

BARTON & STREVER  
214 SW COAST HWY  
NEWPORT OR 97365

PAWN SHOP  
224 SW COAST HWY  
NEWPORT OR 97365

BANK OF THE WEST  
248 SW COAST HWY  
NEWPORT OR 97365

WESTERN TITLE  
255 SW COAST HWY  
NEWPORT OR 97365

LEGAL AID  
304 SW COAST HWY  
NEWPORT OR 97365

UP THE STAIRS  
306 SW COAST HWY  
NEWPORT OR 97365

**\*\*UNDELIVERABLE\*\***  
RED CROSS  
308 SW COAST HWY  
NEWPORT OR 97365

Grady Teague  
13978 SE 131<sup>ST</sup> Ave  
Clackamas OR  
97015

**\*\*UNDELIVERABLE\*\***  
NEWPORT CLEANER  
310 SW COAST HWY  
NEWPORT OR 97365

2.

City Center Businesses

TU TIENDA  
312 SW COAST HWY  
NEWPORT OR 97365

MUSIC STORE  
320 SW COAST HWY  
NEWPORT OR 97365

MAZATLAN  
404 SW COAST HWY  
NEWPORT OR 97365

BIER ONE  
424 SW COAST HWY  
NEWPORT OR 97365

OCEAN PULSE  
428 SW COAST HWY  
NEWPORT OR 97365

SALON ETHOS  
434 SW COAST HWY  
NEWPORT OR 97365

MOBY DICKS  
448 SW COAST HWY  
NEWPORT OR 97365

COLUMBIA BANK  
506 SW COAST HWY  
NEWPORT OR 97365

YUMMY BOWL  
554 SW COAST HWY  
NEWPORT OR 97365

NEWPORT CITY CENTER  
538 SW COAST HWY  
NEWPORT OR 97365

DAYS INN  
544 SW COAST HWY  
NEWPORT OR 97365

RECONNECT COUNSELING  
547 SW 7<sup>TH</sup> ST  
NEWPORT OR 97365

OLCC  
715 SW FALL ST #A  
NEWPORT OR 97365

PIG 'n PANCAKE  
810 SW ALDER ST  
NEWPORT OR 97365

KNPT RADIO STATION  
906 SW ALDER ST  
NEWPORT OR 97365

QWEST  
926 SW ALDER ST  
NEWPORT OR 97365

CALVARY BAPTIST CHURCH  
903 SW ALDER ST  
NEWPORT OR 97365

PACIFIC ACUPUNTURE  
714 SW HURBERT ST  
NEWPORT OR 97365

HAIR'S THE THING  
715 SW HURBERT ST #B  
NEWPORT OR 97365

LORI SCHIEWE INSURANCE  
715 SW HURBERT ST #C  
NEWPORT OR 97365

**\*\*UNDELIVERABLE\*\***  
STONE CREST CELLARS  
715 SW HURBERT ST #D  
NEWPORT OR 97365  
*9556 S Coast Hwy South Beach 97366*

RAGS TO RICHES  
724 SW HURBERT ST  
NEWPORT OR 97365

**\*\*UNDELIVERABLE\*\***  
AHA COASTAL FIRST AID  
720 SW HURBERT ST  
NEWPORT OR 97365  
*2*

LIGHTHOUSE VINEYARD  
704 SW HURBERT ST  
NEWPORT OR 97365

UPTOWN  
636 SW HURBERT ST  
NEWPORT OR 97365

PACIFIC COAST PLUMBING  
630 SW HURBERT ST  
NEWPORT OR 97365

**\*\*undeliverable\*\***  
DANIEL TAYLOR LAW  
626 SW HURBERT ST  
NEWPORT OR 97365  
*P.O. Box 1667 Newport OR 97365*

VAN BLOCKLAN  
625 SW HURBERT ST  
NEWPORT OR 97365

OUDERKIRK  
615 SW HURBERT  
NEWPORT OR 97365

JONAN'S  
614 SW HURBERT ST  
NEWPORT OR 97365

**\*\*UNDELIVERABLE\*\***  
**CRESTVIEW APARTMENTS**  
 612 SW HURBERT ST #A  
 NEWPORT OR 97365

**\*\*UNDELIVERABLE\*\***  
**CRESTVIEW APARTMENTS**  
 612 SW HURBERT ST #B  
 NEWPORT OR 97365

**CRESTVIEW APARTMENTS**  
 612 SW HURBERT ST #C  
 NEWPORT OR 97365

**HAIR LOVE**  
 611 SW HURBERT ST  
 NEWPORT OR 97365

**MCCARTHY PROFESSIONAL BLDG**  
 605 SW HURBERT ST  
 NEWPORT OR 97365

**NEWPORT BOOK CENTER**  
 823 SW HURBERT ST  
 NEWPORT OR 97365

**WAARVICK & WAARVICK**  
 924 SW HURBERT ST  
 NEWPORT OR 97365

**BRETT B HULET DMD**  
 1001 SW HURBERT ST  
 NEWPORT OR 97365

**JNR COMPUTERS**  
 822 SW LEE ST  
 NEWPORT OR 97365

**ANIMAL HOUSE**  
 828 SW LEE ST  
 NEWPORT OR 97365

**NW RADIATOR & OCEAN UNITY**  
 834 SW LEE ST  
 NEWPORT OR 97365

**SYLDON INC**  
 906 SW ANGLE ST  
 NEWPORT OR 97365

**STATE FARM INSURANCE**  
 313 SW 2<sup>ND</sup> ST  
 NEWPORT OR 97365

**DENNIS BARTOLDUS**  
 LAW OFFICE  
 380 SW 2<sup>ND</sup> ST  
 NEWPORT OR 97365

**CLAIRE BARTON**  
 334 SW 7<sup>TH</sup> ST #A  
 NEWPORT OR 97365

**WAVES & MORE**  
 344 SW 7<sup>TH</sup> ST #A  
 NEWPORT OR 97365

**\*\*undeliverable\*\***  
**POTTER'S HOUSE**  
 333 SW 7<sup>TH</sup> ST  
 NEWPORT OR 97365

**TRUMAN CENTER**  
 351 SW 7<sup>TH</sup> ST  
 NEWPORT OR 97365

**BURROW HOUSE**  
 515 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

**STITCHIN POST**  
 517 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

**MASONIC LODGE**  
 535 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

**LA ROCA**  
 352 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

**ST STEPHENS CHURCH**  
 414 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

**LA MAISON**  
 315 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

**9<sup>TH</sup> STREET GALLERY & LOFT**  
 217 SW 9<sup>TH</sup> ST  
 NEWPORT OR 97365

**HAIR EXPRESSIONS**  
 357 SW 10<sup>TH</sup> ST  
 NEWPORT OR 97365

**KATHLEEN ORR**  
 419 SW 10<sup>TH</sup> ST  
 NEWPORT OR 97365

**\*\*undeliverable\*\***  
**DESERT SPRING SPA**  
 422 SW 10<sup>TH</sup> ST  
 NEWPORT OR 97365

**OCEANA**  
 159 SE 2<sup>ND</sup> ST  
 NEWPORT OR 97365

**STUDIO 43**  
 145 SE 2<sup>ND</sup> ST  
 NEWPORT OR 97365

ART 101 OF NEWPORT  
124 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

SUNSET TECH  
126 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

WES' TRADING POST  
136 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

HABITAT FOR HUMANITY  
133 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

YBPM  
146 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

ALAN REYNOLDSON  
148 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

**\*\*undeliverable\*\***  
**B & F ELECTRONIC**  
158 SE 1<sup>ST</sup> ST  
NEWPORT OR 97365

*Oceana Corp*  
*159 SE 2nd St*  
*Newport OR 97365*

PHAGAN'S  
158 SE BENTON ST  
NEWPORT OR 97365

EAGLES LODGE  
106 E OLIVE ST  
NEWPORT OR 97365

CITY OF NEWPORT

169 SW COAST HWY

NEWPORT, OREGON 97365

COAST GUARD CITY, USA



phone: 541.574.0629

fax: 541.574.0644

<http://newportoregon.gov>

mombetsu, japan, sister city

## NOTICE OF PUBLIC HEARING

### PROPOSED 24-MONTH EXTENSION TO THE NYE BEACH COMMERCIAL PARKING DISTRICT

Date: June 20, 2016

Time: 6:00 pm or soon thereafter

Location: City Hall Council Chambers (169 SW Coast Highway, Newport)

Issue Before the Council: Consideration of an ordinance that would extend the Nye Beach Commercial Parking District for a period of 24-months. This would allow the business license surcharge established with Ordinance No. 1993 to be collected for the 2016/2017 and 2017/2018 fiscal years. No change is proposed to the amount of the business license surcharge fee. The current business license surcharge is \$250 for businesses that do not provide off-street parking, \$150 for businesses that provide 1-3 off-street spaces, and \$100 for businesses that provide more than 3 off-street spaces.

Background: At the request of area business owners the City Council adopted Ordinance No. 1993 establishing the Nye Beach Commercial Parking District to generate funding to pay for parking system improvements. The Parking District is an economic improvement district, funded through a business license surcharge, and was authorized for a 5-year period beginning July 1, 2010. The District was extended for an additional year, with Ordinance No. 2078, so that it was in sync with the effective dates of the Bayfront and City Center Parking Districts and is set to expire on June 30, 2016.

Many of the businesses in Nye Beach rely upon public parking assets to meet their parking needs. There is no dedicated source of funding to maintain or enhance these facilities. The Nye Beach Commercial Parking District was put in place as an alternative to a program that allowed developers to pay a fee in lieu of providing new off-street parking spaces to address the impacts attributed to their projects. That program proved to be unwieldy and has been discontinued. Without a parking district of some sort or a payment in lieu option, development in Nye Beach would be restricted to those projects that can provide the parking they need outside of the public rights-of-way.

A citizen advisory committee provides oversight regarding the use of parking district funds. They support the 24-month extension as it will provide sufficient time for a parking study to be performed to establish whether or not the parking district should continue in its current form or whether an alternative approach should be pursued to address the area's parking needs.

As an affected business owner, please accept this notice as an invitation to testify in favor or opposition to the proposal. Comments provided in writing prior to the hearing should be directed to the City of Newport Community Development Department (contact information below). You are also welcome to testify in person at the hearing.

Additional Information: For further information or questions, please contact Derrick Tokos, Community Development Director, City of Newport, at 541-574-0626 or [d.tokos@newportoregon.gov](mailto:d.tokos@newportoregon.gov).

PANACHE  
614 W OLIVE ST  
NEWPORT OR 97365

NYE COTTAGE BEADS  
208 NW COAST ST  
NEWPORT OR 97365

TU TU TU  
222 NW COAST ST #B  
NEWPORT OR 97365

PANINI  
222 NW COAST ST  
NEWPORT OR 97365

JOVI'S  
232 NW COAST ST  
NEWPORT OR 97365

FOR ARTSAKE  
258 NW COAST ST  
NEWPORT OR 97365

NANA'S IRISH KITCHEN & PUB  
613 SW 3<sup>RD</sup> ST  
NEWPORT OR 97365

EARTHBOUND BEAUTY  
613 NW 3<sup>RD</sup> ST  
NEWPORT OR 97365

MANOOSH  
310 SW 3<sup>RD</sup> ST  
NEWPORT OR 97365

SJ CUSTOM JEWELERS  
316 NW COAST ST  
NEWPORT OR 97365

NYE BEACH SWEETS LLC  
314 NW COAST ST  
NEWPORT OR 97365

NYE BEACH CAFÉ  
526 NW COAST ST #B  
NEWPORT OR 97365

SORRELLA  
526 NW COAST ST  
NEWPORT OR 97365

BJ ICE CREAM  
501 NW COAST ST  
NEWPORT OR 97365

AMPERSAND  
501 NW COAST ST  
NEWPORT OR 97365

OREGON COAST PROPERTIES  
415 NW COAST ST  
NEWPORT OR 97365

CAFÉ STEPHANIE  
411 NW COAST ST  
NEWPORT OR 97365

TOUJOURS BOUTIQUE  
704 NW BEACH DR  
NEWPORT OR 97365

QUEEN OF HEARTS  
708 NW BEACH DR  
NEWPORT OR 97365

BOOK ON BEACH  
861 NW BEACH DR  
NEWPORT OR 97365

TEA PARTY  
861 NW BEACH DR  
NEWPORT OR 97365

THE SANDBAR  
722 NW BEACH DR  
NEWPORT OR 97365

CHOWDER BOWL  
742 NW BEACH DR  
NEWPORT OR 97365

PEELERSS PUFFIN  
742 NW BEACH DR  
NEWPORT OR 97365

YAQUINA ART ASSN  
839 NW BEACH DR  
NEWPORT OR 97365

VISUAL ARTS CENTER  
777 SW BEACH DR  
NEWPORT OR 97365

**\*\*undeliverable\*\***  
ILLINGSWORTHS BY THE SEA  
255 NW COAST ST 735 NW Beach Dr  
NEWPORT OR 97365

CARL'S  
715 NW BEACH DR  
NEWPORT OR 97365

THE DAPPER FROG  
701 NW BEACH DR  
NEWPORT OR 97365

CHARISMA GIFTS  
325 NW COAST ST  
NEWPORT OR 97365



COASTAL BREEZE  
305 NW COAST ST  
NEWPORT OR 97365

NYE BEACH WINE CELLAR  
255 NW COAST ST  
NEWPORT OR 97365

NYE BEACH BOOKHOUSE  
727 NW 3<sup>RD</sup> ST  
NEWPORT OR 97365

INFINITY BEACH SALON  
741 NW 3<sup>RD</sup> ST #B  
NEWPORT OR 97365

APRIL'S  
749 NW 3<sup>RD</sup> ST  
NEWPORT OR 97365

SYLVIA BEACH HOTEL  
267 NW CLIFF ST  
NEWPORT OR 97365

THINGS RICH & STRANGE  
255 NW COAST ST  
NEWPORT OR 97365

CAFÉ MUNDO  
711 NW 2<sup>ND</sup> CT  
NEWPORT OR 97365

GRAND VICTORIAN  
105 NW COAST ST  
NEWPORT OR 97365

NYE BEACH ARCHWAY PL  
325 NW COAST ST  
NEWPORT OR 97365

OREGON BEACH VACATION AT THE  
SHORE  
622 NW 3<sup>RD</sup> ST  
NEWPORT OR 97365

NYE BEACH HOLISTIC  
861 NW BEACH DR #A  
NEWPORT OR 97365

LATTELABD 360  
881 NW BEACH DR #A  
NEWPORT OR 97365

KINGS BARGER SHOP  
881 NW BEACH DR #B  
NEWPORT OR 97365

# City Council Agenda Item Report

Agenda Item No. 2016-305

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

Public Hearing – Consideration and Possible Adoption of Ordinance No. 2099, an Ordinance Repealing Ordinance No. 2071, which established a tax on the sale of marijuana, and marijuana infused products in the City of Newport.

## **Recommendation:**

I move to read by title only, Ordinance No. 2099, an ordinance repealing Ordinance No. 2071, which established a tax on the sale of marijuana and marijuana infused products in the City of Newport, since this ordinance has been subsequently replaced with Ordinance No. 2097, which establishes a 3% tax on recreational marijuana to be considered by the voters on November 8, 2016.

## **ATTACHMENTS**

- [City Manager Report and Recommendation - Public Hearing Ordinance No. 2099, Repealing Ord. No. 2071.pdf](#)
- [Ord. No. 2099 - Repealing Ord. No. 2071 Related to Marijuana Taxation.docx](#)

## **CITY MANAGER'S REPORT AND RECOMMENDATION**



Agenda #:6.B.  
Meeting Date: 6-6-16

### **Agenda Item:**

**Public Hearing - Consideration and Possible Adoption of Ordinance No. 2099, an Ordinance Repealing Ordinance No. 2071, which established a tax on the sale of marijuana, and marijuana infused products in the City of Newport.**

### **Background:**

On October 21, 2014, the City Council approved Ordinance No. 2071, which established a tax on the sale of marijuana and marijuana infused products in the City, prior to the November election in order to preserve the City's opportunity to tax recreational marijuana.

Subsequent legislation approved by the State legislature, and signed by the Governor, prescribed very specific terms on taxation of recreational marijuana in the State of Oregon by municipalities, which requires cities and counties to place an initiative on the November 2016 ballot if the local unit of government wishes to consider taxing recreational marijuana. This was done by the City Council on May 16, 2016, when the Council adopted Ordinance No. 2097, which would impose a 3% tax on the sale of recreational marijuana products in the City with this matter being referred to the voters at the election that will be held on November 8, 2016.

At the meeting on May 16, there was discussion as to whether the previous ordinance should be repealed since arguably it is no longer applicable to taxing recreational marijuana. The City Attorney concurred that the City Council may wish to proceed with repealing Ordinance No. 2071, which has been effectively replaced with Ordinance No. 2097.

### **Recommendation:**

I recommend the Mayor conduct a public hearing on Ordinance No. 2099, an ordinance repealing Ordinance No. 2071, which established a tax on the sale of marijuana and marijuana infused products in the City of Newport, since this Ordinance has been effectively replaced with Ordinance No. 2097, which the voters will be asked to consider at the November 8, 2016, general election.

After considering any comments made, I further recommend the City Council consider the following motion:

I move to read by title only, Ordinance No. 2099, an ordinance repealing Ordinance No. 2071, which established a tax on the sale of marijuana and marijuana infused products in the City of Newport, since this ordinance has been subsequently replaced with Ordinance No. 2097, which establishes a 3% tax on recreational marijuana to be considered by the voters on November 8, 2016.

*The Mayor will then ask for a voice vote on whether or not to read the ordinance by title only and placed for final passage.*

*If the motion is approved, the City Recorder will read the title of the ordinance.*

*A roll call vote on the final passage of the ordinance will then be requested by the Mayor, and taken by the City Recorder.*

**Fiscal Effects:**

None.

**Alternatives:**

Leave Ordinance No. 2071 in place or as suggested by the City Council.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel", is written over a light blue rectangular background.

Spencer R. Nebel, City Manager

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**CITY OF NEWPORT**

**ORDINANCE NO. 2099**

**AN ORDINANCE REPEALING ORDINANCE NO. 2071  
WHICH ESTABLISHED A TAX ON THE SALE OF MARIJUANA AND  
MARIJUANA-INFUSED PRODUCTS  
IN THE CITY OF NEWPORT**

**Findings:**

- A. On October 21, 2014, the City Council of the City of Newport adopted Ordinance No. 2071 which established a tax on the sale of marijuana and marijuana-infused products in the city.
- B. On October 21, 2014, the City Council of the City of Newport adopted Resolution No. 3694 establishing a tax rate of zero percent on the gross sale amount paid to the seller of marijuana and marijuana-infused products by an individual who is not purchasing marijuana or marijuana-infused products under the Oregon Medical Marijuana Program.
- C. Ordinance No. 2071 was adopted to reserve the city's right to tax recreational marijuana at the point in time that recreational marijuana was allowed to be sold in Oregon.
- D. Recreational marijuana sales have been permitted in Oregon since January 1, 2016.
- E. On May 16, 2016, the City Council of the City of Newport adopted Ordinance No. 2097 which would impose a three percent tax on the sale of recreational marijuana products in the city.
- F. On May 16, 2016, the City Council of the City of Newport adopted Resolution No. 3745 calling for an election, on Ordinance No. 2097, to be held on November 8, 2016.
- G. The provisions contained in Ordinance No. 2071 are no longer applicable.

**THE CITY OF NEWPORT ORDAINS AS FOLLOWS:**

Section 1. Ordinance No. 2071 is hereby repealed in its entirety.

Section 2. This ordinance shall take effect 30 days after adoption.

Signed by the Mayor on June 7, 2016.

---

Sandra N. Roumagoux, Mayor

ATTEST:

---

Margaret M. Hawker, City Recorder

APPROVED AS TO FORM:

---

Steven E. Rich, City Attorney

# City Council Agenda Item Report

Agenda Item No. 2016-296

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

From Hatfield Marine Science Center – Update on Marine Science Initiative By Robert Cowen Executive Director of the Hatfield Marine Science Center

## **Recommendation:**

## **ATTACHMENTS**

- [City Manager Report and Recommendation- Marine Science Initiative.pdf](#)
- [Letter of Support for Marine Study Campus Program.pdf](#)
- [Marine Science Initiative\\_vision\\_plan\\_update\\_10-15\\_single\\_pages.v2.pdf](#)

## **CITY MANAGER'S REPORT AND RECOMMENDATION**



Agenda #: 7.A.  
Meeting Date: 6-6-16

### **Agenda Item:**

#### **From Hatfield Marine Science Center - Update on Marine Science Initiative By Robert Cowen Executive Director of the Hatfield Marine Science Center**

##### **Background:**

Executive Director Robert Cowen of the Hatfield Marine Science Center will update the Council on the Marine Science Initiative. Please note that on July 23, 2014 the Newport City Council voted unanimously to support the development of a Marine Studies Campus Program on the grounds on the Hatfield Marine Science Center in Newport, Oregon. Since that time Oregon State University (OSU) has been evaluating alternate sites for this campus expansion. Mayor Roumagoux and I forwarded a letter to President Ray reaffirming our desire that OSU continue with the South Beach location. A copy of the letter sent to President Ray is attached for your review. We felt it was important to restate the importance that this facility will have to continue building a world class marine science infrastructure in South Beach. It was important to get the letter out to President Ray since a decision could be made any day on the location of the facilities for the Marine Science Initiative. Executive Director Cowen will update the Council as to where this decision currently stands.

##### **Recommendation:**

None recommended.

##### **Fiscal Effects:**

None.

##### **Alternatives:**

The Council could take action to reaffirm its July 23, 2014 position, modify its position based on additional information regarding the Marine Science Initiative or as suggested by the City Council.

Respectfully Submitted,

Spencer R. Nebel, City Manager





Spencer R. Nebel  
 City Manager  
 CITY OF NEWPORT  
 169 S.W. Coast Hwy.  
 Newport, OR 97365  
[s.nebel@newportoregon.gov](mailto:s.nebel@newportoregon.gov)

May 25, 2016

Dr. Edward J. Ray, President  
 Oregon State University  
 600 Kerr Administration Building  
 Corvallis, OR 97331-2128

Dear President Ray:

On Monday, July 21, 2014, the Newport City Council voted unanimously to support the development of a Marine Study Campus Program on the grounds of Hatfield Marine Science Center in Newport, Oregon. The City continues to support the Marine Science Initiative (MSI) being placed at Hatfield. It was the feeling of the City Council that this development by OSU would complement the 3.2 million in investments that have been made, primarily by the City's Urban Renewal District, to develop infrastructure to support the buildout of this marine research and educational facility. The resulting streetscape creates a gateway entrance to the area with safe and efficient travel options for vehicles, pedestrians, bicyclists, and transit service.

Furthermore, the City and FEMA have completed a \$900,000 project to improve the tsunami evacuation assembly area at Safe Haven Hill, to ensure that employees, visitors and residents in South Beach, including the Hatfield Campus, have a suitable and convenient location they can evacuate to in the event of a catastrophic Cascadia subduction zone earthquake. The City invested in these improvements because it recognizes the geological hazards that exist in the South Beach area and understands that prudent steps must be undertaken to safeguard against them. The safety of individuals in South Beach is a City of Newport priority and investments like those made at Safe Haven Hill demonstrate that reasonable measures can be taken to respond to this important issue while continuing to support vibrant growth of the marine science community on Yaquina Bay.

Earlier this month the City was invited to a discussion at the Hatfield Marine Science Center to receive an update on this critical project. At this meeting, Hatfield Executive Director Bob Cowen outlined the process that OSU had taken to address site location for the MSI building. We certainly appreciate the due diligence and care that OSU is taking relating to this decision and would like to share our view of the issues surrounding the sighting of this facility in Newport.

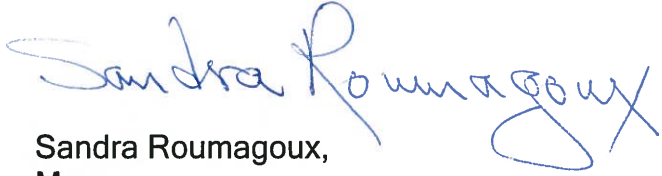
Several of our thoughts are as follows:

- There has been significant investment by OSU, the federal government, State of Oregon, the Port of Newport and the City of Newport that facilitated the creation and growth of a marine science community on Yaquina Bay in South Beach. The interconnection and proximity of the various agencies and programs helps build synergy that enriches and strengthens each of the programs and serves as a catalyst for future growth and investments in this area. Locating the new building off site would make this type of interaction amongst the marine science community more challenging.
- We all recognize that geological threats will significantly impact South Beach at some time in the future. This could happen tomorrow or several hundred years from now, and could cause significant property damage and loss of life over a broad geographic footprint, from the I-5 corridor to the Pacific Ocean - not just on the coast. This will include the Oregon State University Campus in Corvallis. The threat from the Cascadia Subduction Zone is not just a coastal issue and is not just a tsunami issue. Alternative locations outside of tsunami area may be subject to such threats as landslides, liquefaction, or other hazards that could impact the safety of individuals at those sites as well. There is no reasonable way to eliminate all risks, and we shouldn't view the risk in such an extreme manner as to use it as an excuse to disinvest in coastal communities like Newport and the wonderful facility that we have all worked so hard to establish at Hatfield.
- OSU could use this project as a prudent step towards responding to geologic risks, much like the City has done with Safe Haven Hill, by demonstrating, through engineering and technology, that public buildings can be constructed to withstand a Cascadia event and even provide for vertical evacuation of people faced with a tsunami threat. This effort could be a great demonstration project on how to live within the Cascadia Subduction Zone instead of permanently evacuating the coast due to these future threats. Please note that the City of Newport would be happy to work with OSU on any height restrictions that are in the current zoning ordinances so that vertical evacuation features can be incorporated into the design of structures at this location.
- The City of Newport agrees with OSU that student housing needs to be located outside the tsunami inundation areas. This addresses the greatest risk from tsunami hazards since the number of hours students or staff would be present and/or working on campus would likely be less than 25% of the time (if a student spent 40 hours a week on campus). The bulk of students' time would be in other locations presumably outside the tsunami zone. (If you base the student time in the academic facilities at 40 hours a week, with 168 hours being included in a seven-day week, then 23.8% of their time would be on campus.)

The Marine Studies Initiative is a big deal for the Oregon coast. It is important to locate this facility in a location that will truly help to continue to grow our marine science community for many years in the future in Newport. It is also an opportunity for OSU to create a state of the art building that will demonstrate how to build a sustainable building

on the Oregon coast. It is our opinion that OSU should continue with their plans to build the Marine Studies Initiative facility on the Hatfield campus incorporating reasonable standards for both seismic and tsunami evacuation at that location. If we can provide any additional information, please feel free to contact us.

Sincerely,



Sandra Roumagoux,  
Mayor



Spencer R. Nebel,  
City Manager

OREGON STATE UNIVERSITY  
MARINE STUDIES INITIATIVE

A VISION FOR A PATH FORWARD







## Message from leadership

*We are pleased to share this vision for Oregon State University and its external partners to achieve the successful stewardship of the ocean, including the wealth of benefits it provides to people for today and into the future. This vision is based on the efforts of more than 125 Oregon State faculty and students, educational partners from across the state and hundreds of conversations with Oregon citizens and decision makers over the last year.*

*Building on Oregon State's half century of excellence in marine sciences, we have a unique opportunity to create a globally distinct marine studies program that blends the natural and social sciences, business, engineering, education, the arts and humanities.*

*The time is right to launch this initiative to provide a transformational educational experience centered on marine studies, increase access to higher education for Oregon's coastal communities, elevate our transdisciplinary research to even greater global distinction, sustain and enhance the state's marine-related economy and increase marine literacy across Oregon. Please join us as we set sail on this exciting voyage.*



**Jack Barth**

MSI Co-chair | Professor and Associate  
Dean for Research | College of Earth,  
Ocean, and Atmospheric Sciences



**Robert Cowen**

MSI Co-chair | Director, Hatfield  
Marine Science Center

**JUST AS THE OCEAN** has inspired creativity for millennia, the Marine Studies Initiative will harness people's fascination with the sea and all it touches to motivate the next generation of students and citizens. Through its collaborative, transdisciplinary programs, this initiative will provide innovative approaches to solving ocean-related societal challenges. For example, fostering coastal community resilience and bolstering local economies will be addressed by understanding and preparing for changes due to natural hazards, climate change and shifting demographics.

# Global challenges need global champions

The world's ocean belongs to everyone, and its health is critical to the future. The ocean is an essential life support system — absorbing carbon dioxide from the atmosphere, generating up to half of the world's supply of oxygen, producing essential protein for nearly 3 billion people, regulating global climate and providing many resources used by humans.

Marine habitats, nearshore ecosystems and coastal communities face daunting pressures that threaten their sustainability — climate change, ocean acidification, rising sea levels, variable fish stocks, natural and human-caused disasters and many others.

Oregon State University is responding to these challenges with the Marine Studies Initiative. Building on a deep history of nationally ranked programs in marine sciences and natural resources, faculty excellence, world-leading research and premier facilities, the university is pioneering a new teaching, research, outreach and engagement model to help sustain healthy oceans and all who depend on them.

## Vision

Through its Marine Studies Initiative, Oregon State will be recognized as a global leader in 21st-century transdisciplinary education and research and lead the development of inclusive strategies for successful stewardship of the oceans and planet for today and tomorrow.

## Mission and values

The mission of the Marine Studies Initiative is to create a healthy future for our oceans and the planet through transdisciplinary research and teaching that emphasizes collaboration, experiential learning, engagement with society and problem solving.

The Marine Studies Initiative embodies the values that guide Oregon State University: accountability, diversity, integrity, respect and social responsibility. In addition to being guided by these values, the Marine Studies Initiative includes specific opportunities for students and faculty to explore these values and detect and address ethical dilemmas.



# Marine studies in Oregon: context and background

Oregon is home to groundbreaking ocean exploration amid some of the most productive, sustainable fisheries in the world. The state's diverse, bountiful agriculture and healthy, productive forests have led to innovative solutions to water management and water policy.

Oregon State University is one of only two universities in the United States to have land, sea, space and sun grant designations. Oregon State faculty are world leaders in biology, ecology, oceanography, economics, agriculture, engineering, sociology, writing and more. Since the ocean touches all these disciplines, the state of Oregon offers an unparalleled living-learning laboratory with diverse ecosystems, including a 300-mile coastline featuring some of the world's most pristine marine waters, estuaries and rivers, mountains and inland watersheds.

Working in such a rich natural setting, Oregon State faculty are poised to create integrated and collaborative solutions to sustain the diverse ecosystems, communities and economies at the confluence of the continent and the sea. With leading researchers in interdisciplinary studies across coastal ecosystems, Oregon State programs foster exemplary partnerships to address topics of societal importance, including climate change, natural hazards and resource exploration and utilization. Across this range of land and seascapes, Oregon State collaborates with other university researchers as well as state and federal agencies, Native American tribes, businesses, nonprofits and interested stakeholders.

Oregon State's main campus in Corvallis is located an hour from the Oregon coast, where the university's renowned Hatfield Marine Science Center sits on Yaquina Bay, providing unrivaled access to pristine and impacted habitats. The center brings Oregon State faculty and staff, and agency scientists and managers and coastal communities together to address critical issues connected to the sea. With further reach along the coast and inland through its agricultural experiment stations, county Extension offices, research laboratories and centers and various educational and community partnerships, the university delivers its internationally prominent research expertise. These facilities and program capacities are key foundations for building a transformative education, research, outreach and engagement program centered on marine studies that will have statewide, national and global impact.

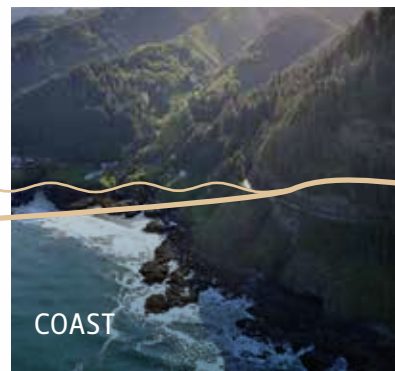
*The mountains-to-ocean ecosystem of Oregon is linked to the larger regional and global system. Habitats from the tallest mountains to the ocean's deepest depths are connected by biological, chemical and physical cycles that move resources through these systems, such as the flow of water from the snow-covered Cascade Range to rivers and the sea. Our program explores the marine environment and its connections to the land and atmosphere, while positively impacting economic and social progress.*



DEEP OCEAN



OCEAN



COAST



ESTUARIES AND BAYS

# Unifying principles

A core suite of principles is guiding the creation of the Marine Studies Initiative:

## USE A CONVERGENT FRAMEWORK TO SUPPORT TRANSDISCIPLINARY RESEARCH AND EDUCATION

The university will build an organizational framework that converges around Oregon State strengths to address local and global marine challenges. It integrates efforts from different disciplines to create innovations that move beyond discipline-specific approaches to address a common challenge. A transdisciplinary approach brings participants together across a broad array of disciplines from the very beginning to jointly communicate, exchange ideas and work together to find solutions to problems. These connections around marine-related themes will spark creativity in the arts and humanities, disciplinary areas that are very effective in communicating the essence and importance of marine issues to a willing and curious public audience. Using a convergent approach to merge diverse areas of expertise and a network of partnerships, the Marine Studies Initiative will address challenging education and marine research problems, provide opportunities for new collaborations and enable new forms of creativity, innovation and products.

## CREATE DYNAMIC LEARNING COMMUNITIES AND UNIQUE EXPERIENCES THAT PREPARE STUDENTS FOR THE FUTURE

This initiative will develop a dynamic learning community for students, faculty and partners to convene on ocean issues. All aspects of the program will support teaching of essential life skills such as critical thinking, problem-solving, collaboration and leadership. The unique experiences offered by this initiative will prepare students, professionals and lifelong learners for professional leadership and the workforce by giving them experience and training to navigate a spectrum of job possibilities.

**RESEARCH, PRACTICE AND TEACH SUSTAINABILITY.** Sustainability means supplying the needs of present generations without compromising the ability of future generations to meet their own needs. Oregon State and the Marine Studies Initiative are committed to defining, understanding and communicating the complex questions necessary to ensure a sustainable future for Oregonians and for ocean resources.

**PROMOTE DIVERSITY.** Enhancing the diversity of the Oregon State community is essential to sustaining excellence and to preparing students for a globally connected world. The initiative supports the university's goals of increasing the diversity of faculty, staff and students through new targeted hires, enhanced retention efforts, developing more comprehensive work-life balance initiatives for all employees and pursuing equity in student success and quality learning.

**ALIGN WITH OREGON STATE UNIVERSITY PRIORITIES.** The Marine Studies Initiative aligns directly with Oregon State's strategic planning goals to provide a transformative educational experience, demonstrate leadership and strengthen impact and reach throughout Oregon and beyond. This initiative will help advance Oregon State's leadership in three signature areas of distinction: advancing the science of sustainable earth ecosystems, improving human health and wellness and promoting economic growth and social progress.



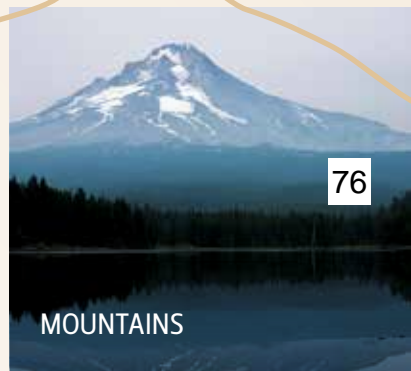
AGRICULTURE



FORESTS



RIVERS AND STREAMS



MOUNTAINS



# GOAL 1

## PROVIDE A TRANSFORMATIONAL EDUCATIONAL EXPERIENCE CENTERED ON MARINE STUDIES.

Create a transdisciplinary environment that expands innovative marine education and training opportunities for students, professionals and lifelong learners. This includes establishing a university-wide marine studies degree program, expanding collaborations with our educational partners and engaging students in seeking globally relevant solutions.

### STRATEGIES

- **BUILD COMPREHENSIVE PROGRAMS.** Design transdisciplinary educational core programs (courses, options and certificates) that foster student success and lifelong learning, engage a diverse student body, teach ethics and promote marine literacy at all levels within Oregon State University and across the state. These programs will prepare all types of students for leadership and the workforce.
- **CREATE A NEW MARINE STUDIES DEGREE.** Create a transdisciplinary marine studies undergraduate major and minor that focus on the human dimensions of marine systems. These liberal arts degrees will emphasize the social, political and cultural issues of the coasts and oceans, built on a meaningful understanding of marine natural science.
- **LAUNCH INNOVATIVE EDUCATIONAL EXPERIENCES.** Expand experiential learning opportunities at Oregon State's main campus in Corvallis, the Hatfield Marine Science Center and other coastal and ocean locations in collaboration with academic, government, nonprofit, Native American and industry partners. Teaching and learning will focus on seeking solutions to ocean-related societal challenges.



# GOAL 2

## ADVANCE LEADERSHIP IN TRANSDISCIPLINARY MARINE RESEARCH AND SCHOLARSHIP.

Pioneer transdisciplinary marine studies by building on Oregon State's world-class marine research and scholarship and forming networks that span scientific, political and socio-cultural disciplines. From integrated marine systems science to studying society's reliance on the sea to global change and coastal community resilience, this research will advance the collective ability to accurately predict the outcomes of human actions and model the future trajectories of the world's complex ecosystems.

### STRATEGIES

- **ADVANCE SCHOLARLY LEADERSHIP.** Elevate existing marine research programs to internationally recognized excellence through strategic faculty hiring and increased programmatic support.
- **CREATE A FRAMEWORK FOR TRANSDISCIPLINARY RESEARCH.** Develop and implement effective organizational and governance structures at Oregon State to achieve transdisciplinary collaboration that spurs innovations from basic scientific and scholarly discoveries to their practical applications.
- **ENHANCE AND EXPAND BUILT AND VIRTUAL FACILITIES.** Provide environments that encourage creative collaborations that leverage the university's strengths and have meaningful impacts. This includes enhancing existing facilities and building new infrastructure. Beyond promoting collaborative scholarly accomplishments, these facilities will also support teaching, learning, outreach and engagement goals.



# GOAL 3

**INCREASE SOCIETAL IMPACT FROM MARINE STUDIES IN OREGON AND BEYOND.** Develop and sustain partnerships and outreach and engagement efforts that will allow the Marine Studies Initiative to deliver social, economic and environmental benefits to the diverse interests represented across the state. These outreach and engagement approaches build on Oregon State's success as a land, sea, sun and space grant university, provide benefits to all partners, are responsive to coastal needs and complement and enhance existing partnerships.

## STRATEGIES

- **DESIGN AND SUSTAIN PARTNERSHIPS.** Develop and implement a road map for initiating and expanding partnerships with government agencies, nonprofits, Native American tribes, universities, community colleges, businesses and communities to advance the transdisciplinary teaching, learning and research missions of the Marine Studies Initiative.
- **INCREASE ACCESS TO EDUCATION.** Expand Oregon State's education mission to better reach Oregon citizens from coastal and rural areas by building access to and relevancy of educational programs.
- **ENGAGE, COMMUNICATE AND BE RESPONSIVE.** Expand on Oregon State's outreach and engagement strengths, such as community-based Extension agents, to connect the Marine Studies Initiative with stakeholders and ensure the program is responsive and informative to needs and interests across the state, nationally and internationally.

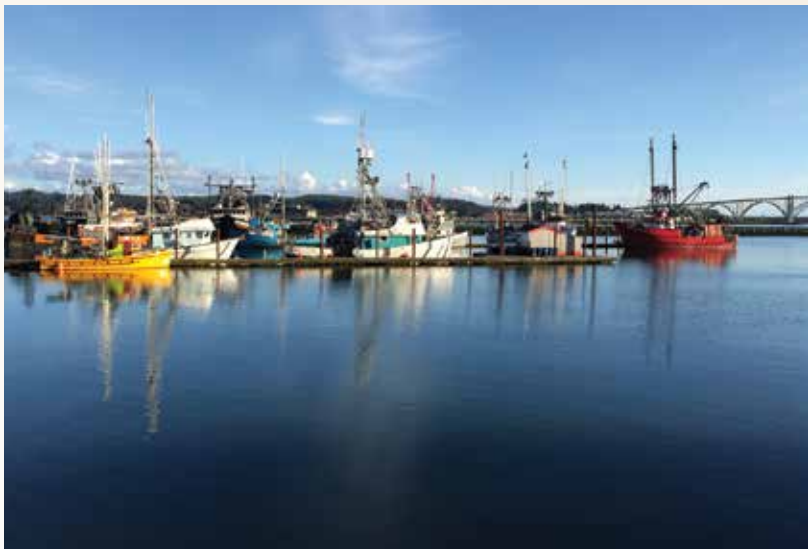
## An example of MSI's transdisciplinary approach: food from the sea

**THE CHALLENGE:** There are increasing demands for healthy seafood that is harvested from sustainable fisheries and delivered with high value to the world's markets. How can Oregon State build on its collaborative partnerships to develop innovative approaches that enable the fishing industry and managers to meet these needs while sustaining wild fisheries and the supporting estuarine, coastal and ocean ecosystems?

## THE MARINE STUDIES INITIATIVE RESPONSE—A CENTER OF EXCELLENCE

- Set clear goals for the center and strategically hire faculty and staff
- Create and sustain a transdisciplinary educational and research program that supports integrated and technologically sophisticated ecosystem and food system approaches in fisheries and aquaculture.
- Build on Oregon State's established programs, including the Coastal Oregon Marine Experiment Station, the Seafood Research and Education Center in Astoria, multiple college marine ecosystem programs and Oregon Sea Grant Extension.
- Involve experts from policy, law, business, marketing, technology, economics, ecology, conservation, public health, education and social science.
- Provide students with transdisciplinary training, internships and coursework focused on problem solving to prepare them for leadership in a range of professions.
- Further develop partnerships with fishing, aquaculture and other seafood industries, Native American tribes, state and federal management agencies, community colleges, other scientific institutions and international organizations.

**THE IMPACT:** With Oregon State University's leadership and globally recognized research and education in seafood systems, the Marine Studies Initiative's innovations will be shared with the fishing industry and local communities to positively impact local economies and personal prosperity. Students will gain comprehensive and practical knowledge that supports workforce needs as well as professional training. <sup>78</sup>







## The Marine Studies Initiative will:

- Enhance coastal environments and related economies by increasing understanding of coastal and ocean systems and promoting sustainability and resilience on key issues including natural resources management, climate change impacts, food security and safety, natural hazards and renewable energy production.
- Address major marine issues facing Oregon and the world by creating a cohesive transdisciplinary teaching and learning program and establishing a new framework of collaboration — bringing together undergraduate and graduate students, faculty, government, Native American tribes, industry partners, nonprofit organizations, communities and other institutions of higher education.
- Offer unique experiential learning opportunities and launch an undergraduate degree program in marine studies. By 2025, the initiative will have 500 students-in-residence throughout the year at the marine studies campus in Newport and up to 750 students at Oregon State's Corvallis campus. Educational opportunities will be extended through university outreach and engagement programs and in partnership with the state's coastal community colleges.
- Leverage Oregon State's distinctions by involving each of its 11 colleges, the Graduate School, the University Honors College, the Hatfield Marine Science Center, the Coastal Oregon Marine Experiment Station, the Seafood Research and Education Center and many of the university's centers and institutes.
- Construct the best-possible facilities to give students and researchers the maximum capacity to excel. This initiative will expand and connect world-class teaching and research facilities at Oregon State's main campus in Corvallis and its Hatfield Marine Science Center in Newport along the Oregon Coast, beginning with the construction of a state-of-the art \$50 million research, teaching and outreach facility in Newport.

[marinestudies.oregonstate.edu](http://marinestudies.oregonstate.edu)



Research Office  
Oregon State University  
312 Kerr Administration Building  
Corvallis, OR 97331  
541-737-3467

Photo credits: Page 2: inside cover left: Pat Kight/Oregon Sea Grant; Page 4: left to right: NOAA PMEL EOI Program (deep ocean, <http://www.pmel.noaa.gov/eoi/gallery/smoker-images.html>); OSU/CEOAS (ocean); ODFW (coast); Pat Kight/Oregon Sea Grant (estuaries & bays); Page 5: left to right: Rvannatta at the English Language Wikipedia (agriculture); Jsayre64 (forests); McD22 Flickr (rivers and streams); Jeff Basinger (mountains). Creative Commons photo sizes were adjusted. License: <https://creativecommons.org/licenses/by-sa/3.0/deed.en>; Page 6: right: PISCO; Page 8: back middle: Craig Hayslip.

# City Council Agenda Item Report

Agenda Item No. 2016-297

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

From the Greater Newport Chamber of Commerce – Annual Report & Request of Extension of the Tourism Promotion Services Contract between the City and the Chamber

## **Recommendation:**

I move authorization of an extension of the Greater Newport Chamber of Commerce contract for services in accordance with the 2014 contract and RFP for the fiscal year beginning July 1, 2016 and ending June 30, 2017 for an amount of \$172,500.

## **ATTACHMENTS**

- [City Manager Report and Recommendation-Chamber of Commerce Annual Report.pdf](#)
- [Letter from Greater Newport Chamber of Commerce Request for extension \(2\).pdf](#)
- [Annual City Report 2016.pdf](#)
- [Travel Impacts Report for 1991-2015.pdf](#)
- [Occupancy December 2015.pdf](#)
- [Visitor Statistics for 2014 to 2016.pdf](#)
- [Greater Newport Chamber of Commerce Agreement.pdf](#)

## **CITY MANAGER'S REPORT AND RECOMMENDATION**



Agenda #:7.B.  
Meeting Date: 5-16-16

### **Agenda Item:**

### **From the Greater Newport Chamber of Commerce - Annual Report & Request of Extension of the Tourism Promotion Services Contract between the City and the Chamber**

#### **Background:**

In 2014, the City issued an RFP for tourism promotional services for a one-year agreement with two one-year renewal options exercisable at the City's sole discretion to an entity that will provide tourism promotion services for the City of Newport. The Chamber has provided this service for many years. The 2016-17 Fiscal Year will be the third year of this agreement under the current contract. The contract is renewable upon written mutual agreement of both parties. The Chamber wishes to renew this contract. The contracted amount for this contract has been \$172,500 since the 2014-15 Fiscal Year. The Chamber is requesting the same amount for the 2016-17 Fiscal Year.

In my opinion, the City has been very well served by this collaborative relationship with the Greater Newport Chamber of Commerce. The City is fortunate to have a very dynamic Chamber, which leverages the City funding to provide significantly greater services to our visitors in addition to the amount paid by the City.

In the Dean Runyon Associates Report that has been attached for your review, an important chart to review shows the Newport Central Coast Lodging sales. Please note, that since 2008, Newport has seen a steady gain in the share of lodging sales that occur on the Central Coast with Newport obtaining 18.1% in 2008 growing to 22.1% by 2015. This statistic shows that lodging sales are increasing in Newport by a faster rate than for the Central Coast as a whole. This is pretty good evidence that efforts in Newport are providing a greater return than just the economic recovery that has occurred during this time frame.

Lorna Davis, Executive Director of the Chamber, will provide a report to the Council on activities over this past year, and activities that will take place during this next fiscal year as well.

#### **Recommendation:**

I recommend that the City Council consider the following motion:

**I move authorization of an extension of the Greater Newport Chamber of Commerce contract for services in accordance with the 2014 contract and RFP for the fiscal year beginning July 1, 2016 and ending June 30, 2017 for an amount of \$172,500.**

**Fiscal Effects:**

Funding has been included in the approved budget for the 2016-17 Fiscal Year.

**Alternatives:**

None recommended.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel", is written over a faint, light blue rectangular background.

Spencer R. Nebel, City Manager



## GREATER NEWPORT CHAMBER OF COMMERCE

555 SW Coast Highway • Newport, Oregon 97365-4934  
(541) 265-8801 • FAX: (541) 265-5589 • 1-800-262-7844  
[www.newportchamber.org](http://www.newportchamber.org)  
E-mail: [Lorna@newportchamber.org](mailto:Lorna@newportchamber.org)

May 27, 2016  
City Manager Spencer Nebel  
City of Newport  
169 SW Coast Hwy  
Newport, Oregon 97365

Dear Spencer,

The Greater Newport Chamber of Commerce is pleased to have provided Tourism Promotion, Fulfillment and Development Services through our contract with the City of Newport this year.

The contract, as you are aware, is an extendable contract for the period of three years. The 2015-2016 fiscal year has been the second year of the contract. At this time we would like to respectfully ask for the extension of the contract for the 2016-2017 at the same level of funding set at \$172,500 for the 2015-2016 fiscal year.

I will be sending documents that we would like to share with Council to support our request to continue offering sustained quality service for the City of Newport. The presentation which is scheduled for the June 6<sup>th</sup> City Council meeting will demonstrate how the money is allocated and that in addition to the \$172,500 contract for services with the City, the Chamber leverages an approximate additional \$175,000 to complete the scope of work required.

The Greater Newport Chamber of Commerce has been a loyal partner with the City for many years. We appreciate the opportunity we are given and the confidence the City has in our ability to provide these services.

Please do not hesitate to contact me if you have any further questions.

Sincerely,

*Lorna Davis*

Lorna Davis  
Executive Director  
Greater Newport Chamber of Commerce  
[lorna@newportchamber.org](mailto:lorna@newportchamber.org)



**Greater Newport Chamber of Commerce**  
**Contract for Services**  
*Tourism Promotion, Fulfillment and Development*  
**REPORT FOR CITY COUNCIL**  
*June 6th 2016*







The Greater Newport Chamber of Commerce has provided Tourism Promotion, Fulfillment and Development services for the City of Newport for many years.

This report is for the 2015-2016 fiscal year, which is the second year of a three year contract.

The current contract for services between the City of Newport and the Greater Newport Chamber of Commerce is set at \$172,500.

**The Chamber's Tourism Program of Work is partially funded through the contract.**  
**The partnership and program is fulfilled by an additional \$182,632 (app annual) Chamber investment.**



## Our Program



### **Visitor Center and Visitor Information** **We are recognized by the State Tourism Commission as the** **DMO for Newport.** **(Destination Marketing Organization)**

*The Visitor Center is operated by trained professional staff and open Monday through Friday from 8:30am to 5:00pm, and on Saturday from 10:00am to 2:00pm May through September. The outdoor Visitor Kiosk is available 24/7. A new Community Event Sign was completed in Fall of 2013.*

*We respond to requests for information generated from a variety of sources such as:  
Domestic and International Trade Show and Sales Mission,  
Destination Newport Marketing,  
Direct Chamber Promotion Leads, Trade and Travel Industry Leads,  
Media and Journalist Requests, and Website, Social Media, E-Newsletter and Contest Leads.*

*We respond via phone, email, social media and face to face by providing the most up to date information about Newport including maps, visitor guides, travel publications and other printed and digital collateral.*



# Visitor Center and Visitor Information continued...

## At A Glance....

### Visitor Information:

- Newport Visitor Brochure and Map
- Comprehensive Community Calendar of Events-Printed and Online
- Map “Exploring Newport A-Z”
- Laminated local information (2x) yearly
  - Provided to Local Businesses for at your fingertips info
- Oregon Calendar of Events advertising
- Community Tourism Video
- Facility Guide-Online
- Travel Newport Guide
- Discover Newport Community Profile Guide

### Visitor Kiosk and Community Event Sign

- Maintain 24 hour Information Kiosk
- Provide information about Newport to other regional kiosk centers
- Community Event Sign

## Visitor Web Page-Social Media

### At a Glance...

#### Visitor Web Page, Social Media

- Relaunched three mobile friendly websites and five Social Media accounts
- Calendar of Events-with RSS feed to Northwest Media
- New Photo Library (images updated yearly)
- Press Release Page
- Group Tour Information
- Facility Information
- Shuttle Maps and Business Information
- Attraction Information
- Business Information
- Response to e-mail and social networking
- Content management of websites and social media



## Visitor Web Page-Social Media continued....

*The Chamber maintains and manages 3 websites which have just been relaunched*

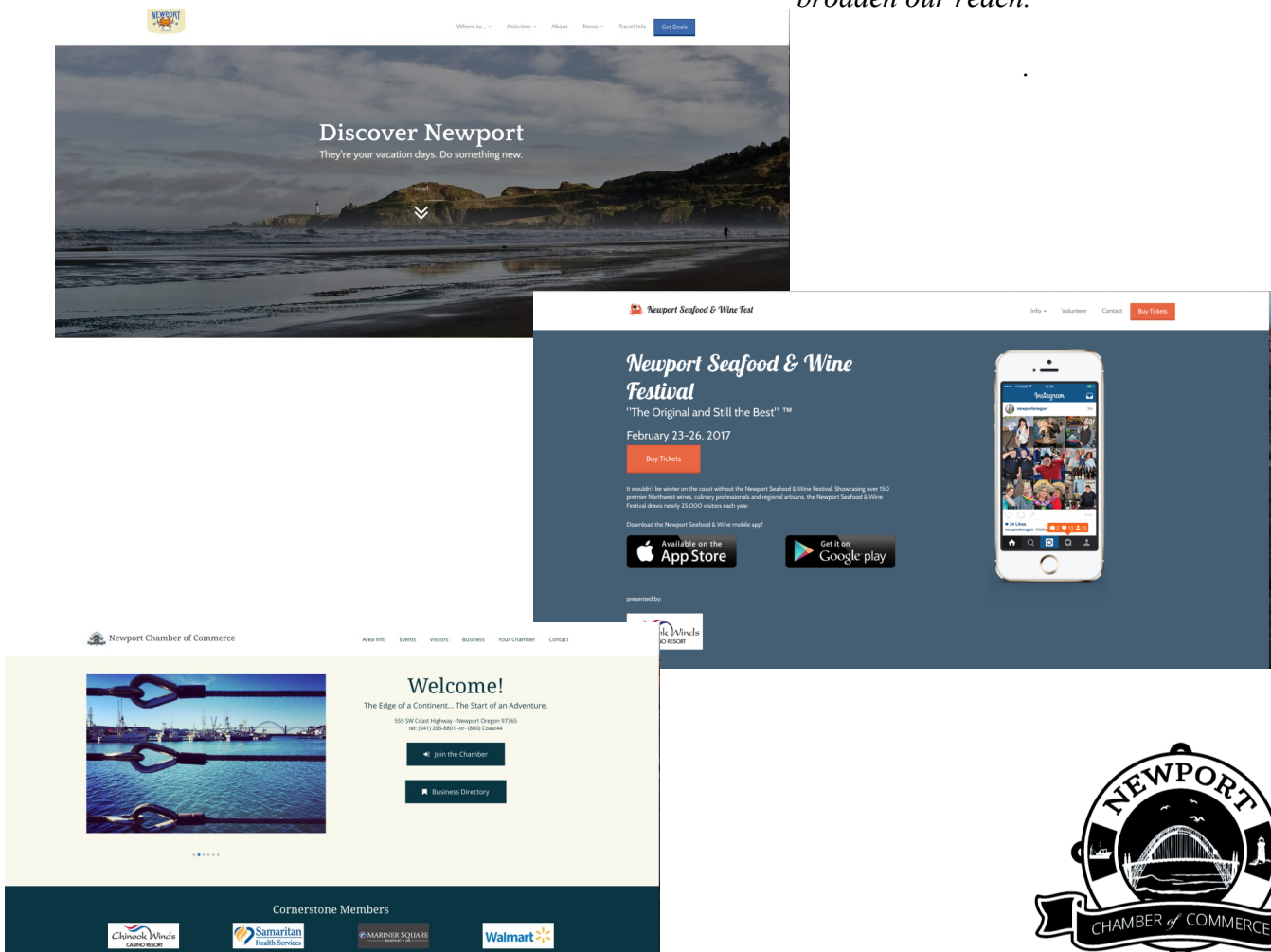
- *Newportchamber.org*
- *Discovernewport.com*
- *Seafoodandwine.com*

*We also manage the Social Media channels for each of these including Facebook , Twitter, and Instagram.*

*Each houses a vast amount of information about Newport, and each have their own unique function. The Chamber website is designed to serve a number of needs from economic, business, visitor and member resource including a comprehensive calendar of events, photo library, press release page, group tour information page, facility information, shuttle maps, business information, attraction information, and more. The website is updated as often as daily to ensure content is fresh, accurate and informative. We work day to day with News Media Corp (News-Times) who provide agency services for Destination Newport, to manage and source content of all three sites and channels.*

*The Chamber maintains a database through Discover Newport, delivering a quarterly e-newsletter to subscribers, while also creating online contests and promotions to generate interest in visiting Newport.*

*We engage an audience through Facebook, with daily postings to attract visitors to Newport and keep us at the top of mind for travel planning. We utilize a vast photo library and post boosting to help broaden our reach.*





# Destination Newport Committee Support and Participation

## At a Glance...

### Support the Goals of the City's Destination Newport Committee:

- Support all Destination Newport Committee Programs
- Forward marketing opportunities to the Committee for consideration
- Participate on the Destination Newport Committee
- Fulfill Destination Newport Committee Requests related to Tourism or Relocation Marketing
- Demonstrate intimate knowledge of Newport

*We provide support and response for all Destination Newport promotions and advertising from print, radio, online or otherwise through email and our call center. Lorna Davis is a member of the Destination Newport Committee, has taken the responsibility at the Chamber to represent the committees' recommendations before council, carry out actions including coordinating media, artwork, photography, production for television and video, online promotions and media relations. The 7 member committee is all-volunteer, however the Chamber has been responsible for all of the "hands on" work that is required.*

## Tourism Development and Sales Mission Collaboration, Media Support and Research

## At a Glance....

### Tourism Development and Sales Mission and Support

- Collaborate with local, regional and state tourism opportunities
- Support Familiarization and Research visitations with Media and Travel Trade Professionals
- Develop working relationships within the Travel Trade Industry to further market Newport both domestically and globally
- Support local events and activities that attract overnight visitors to Newport

*We have developed partnerships with local, regional and state visitor organizations and provide sales presence and representation at domestic and international trade and travel shows. We meet with product managers, travel agents and journalists from a variety of media outlets providing up to date information about Newport. We facilitate and participate in familiarization visits for travel trade and media professionals to Newport which are individual and group research tours. We develop and arrange press and publicity for these and other events and engage in building relationships within the industry, which is a conduit to an increase in awareness of our area and our community amenities. The Chamber is continually called on to provide support for other community events that occur throughout the year.*

*Davis was the 2015 recipient of the Oregon Tourism Commissions International Sales & Marketing Award at the Governor's Conference on Tourism this spring*



## Statistics

*We maintain reports on visitor statistics in a number of areas. The reports that are attached include:*

- Visitor Statistic Report-emails, phone, walk in and Chamber website stats
- Newport Room Occupancy Report
- Dean Runyon Travel Impact Study

*We also track room tax collections that allow us to identify trends in room tax ebb and flow compared to occupancy and average daily rates.*

### Other Tourism Activities:

**Hospitality Training:** *We provide a program of Hospitality Training for front line tourism staff that involves customer service training, and a comprehensive platform of training on Newport's attractions, activities and amenities as part of our annual "Know Your Newport" Tradeshow and Seminar. This years show had record attendance.*

*We have a Newport Employee of the Month and Employee of the Year program that recognizes outstanding customer service in the workplace, and encourages skill and service with our workforce.*

**Value Season Promotion:** *This program is designed to enhance the support of Tourism during the shoulder season months. We have a "Treasures of the Sea" program, and regular online contests.*

### *Additional Chamber Programs Related to Tourism Promotion:*

- Beautification Program
- Seafood and Wine Festival
- Chamber Ambassador Program



## Program Allocations:

The Tourism Program as outlined in this report is funded by both the Chamber and the and the City through our Contract for Services. The allocation of those funds for the programs of work listed here are as follows:

### 1) Visitor Center Program

Visitor Center/Visitor Information -Visitor Web Page-Social Media

Contract for Services Allocation..... \$39,675

Chamber Funding Match.....\$41,000

Total..... \$80,675

### 2) Tourism Development Program

Destination Newport Committee Support/Sales Mission/Trade Shows/ Industry Collaboration/  
Media Support

Contract for Services Allocation..... \$32,675

Chamber Funding Match.....\$34,780

Total.....\$67,455

### 3) Tourism Fulfillment Program

Research/Statistics/Training/Staffing/Postage/Fulfillment/Program Maintenance

Contract for Services Allocation..... \$100,150

Chamber Funding Match.....\$106,852

Total.....\$207,002

## OTHER CHAMBER TOURISM PROGRAM COSTS NOT INCLUDED ABOVE

- **Beautification Program** **\$1950**
- **Seafood and Wine Festival** **\$503,350** (CASH AND IN-KIND)
- **Chamber Ambassador Program** **\$5800**

## In Summary:

The Chamber of Commerce has developed and maintains a multifaceted program of work for Tourism Development, Promotion and Fulfillment that is designed to attract visitors to Newport and increase the frequency and duration of those visits.

The investment made by the City is leveraged by a similar investment of the Chamber, which is unique to other City contracts, providing a more comprehensive approach and an increased opportunity for success of carrying out the scope of work and achieving goals.

**Total City Contract**

**\$172,500**

**Total Chamber Investment/Leverage**

**\$182,632(app-annual)**

**Total Tourism Promotion and Development**

**\$355,132**

(NOT INCLUDING OTHER RELATED TOURISM PROGRAMS)



# Newport

## *Travel Impacts, 1991-2015p*

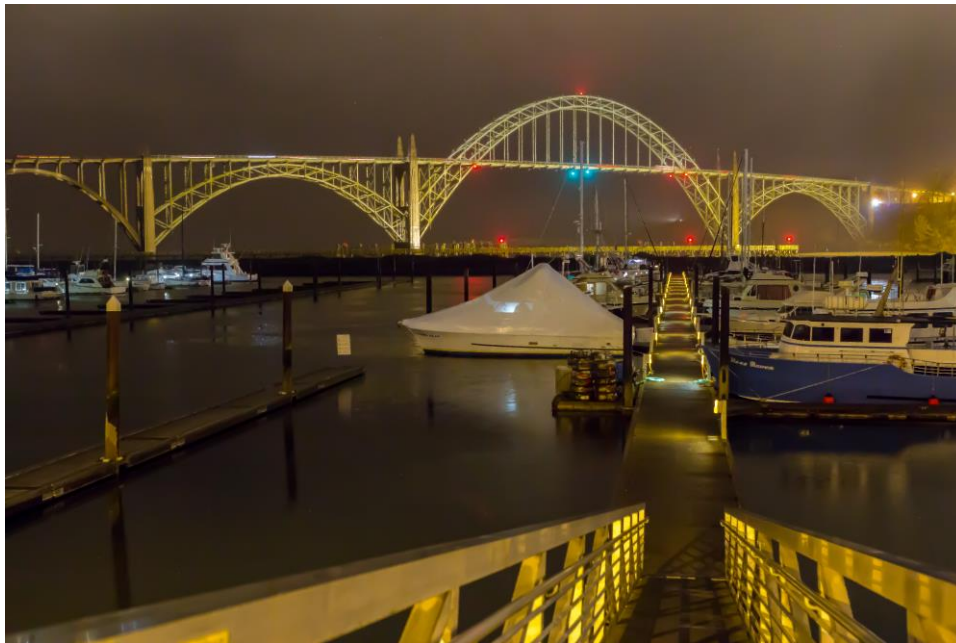


photo courtesy of CITY OF NEWPORT, OREGON

MAY 2016

*PREPARED FOR*

Greater Newport Chamber of Commerce  
Newport, Oregon



**NEWPORT  
TRAVEL IMPACTS, 1991-2015P**

*Prepared for the*

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May 2016

## NEWPORT TRAVEL IMPACTS, 1991-2015P

This study, prepared for the Greater Newport Chamber of Commerce, documents the economic significance of the travel industry in Newport from 1991 through 2015. The principal aim of this study was to prepare preliminary estimates of travel spending during 2015 as well as to provide estimates of the earnings, employment and tax revenues generated by these expenditures. In addition, the report also provides estimates of overnight visitor volume and average spending.

The 2015 estimates contained in this report are *preliminary*. These estimates are based on the 2015p economic impact analysis for Oregon counties prepared for the Oregon Tourism Commission and updated with the most current information collected for Newport.

In interpreting the findings, it should be noted that:

- All estimates contained in this report supersede those previously published.
- The estimates in this report are expressed in *current* dollars. There is no adjustment for inflation.
- The economic impact measurements represent only direct economic impacts. Direct economic impacts include only the spending by travelers and the employment generated by that spending. Secondary effects related to the additional spending of businesses and employees are not included.
- The employment estimates in this report are estimates of the total number of full and part-time number of jobs directly generated by travel spending, rather than the number of individuals employed. Payroll and self-employment are included in these estimates.
- There were some minor revisions in the estimates for prior years. The estimates in this year's report supersede all previous estimates.

## TRAVEL TRENDS

Total direct travel spending in Newport was \$163.9 million in 2015. This represents an 8.3 percent increase over the preceding year in current dollars. Visitor spending, excluding transportation, increased by 10.4 percent for the year compared to a 9.1 percent increase the preceding year. Employment and earnings were also up substantially.

### Newport Travel Trends, 1991-2015p

	Spending	Earnings	Employment	Tax Receipts (\$Thousand)		
	(\$Million)	(\$Million)		Local	State	Total
1991	66.1	18.0	1,490	663	1,424	2,087
1992	74.7	20.3	1,580	888	1,647	2,535
1993	74.4	20.2	1,520	875	1,654	2,528
1994	78.1	21.3	1,530	928	1,742	2,670
1995	85.0	23.1	1,610	1,002	1,857	2,858
1996	103.8	26.6	1,790	1,437	2,152	3,589
1997	95.0	24.5	1,580	1,377	1,978	3,355
1998	95.1	24.7	1,460	1,393	1,974	3,367
1999	90.7	23.4	1,420	1,299	1,856	3,155
2000	97.4	24.8	1,420	1,390	1,977	3,367
2001	105.9	27.5	1,540	1,476	2,140	3,615
2002	105.8	27.5	1,500	1,439	2,109	3,549
2003	108.0	27.8	1,530	1,666	2,155	3,822
2004	112.3	28.7	1,560	1,758	2,432	4,190
2005	112.6	28.5	1,490	2,080	2,421	4,502
2006	117.9	29.7	1,480	2,261	2,525	4,786
2007	121.7	32.0	1,590	2,389	2,675	5,064
2008	124.6	32.9	1,580	2,244	2,731	4,975
2009	122.8	33.2	1,580	2,240	2,719	4,959
2010	123.5	32.2	1,540	2,293	2,675	4,968
2011	127.0	32.8	1,540	2,309	2,883	5,192
2012	129.9	34.7	1,590	2,336	2,963	5,299
2013	139.5	36.0	1,640	2,609	3,084	5,693
2014	151.3	38.4	1,700	2,917	3,278	6,195
2015p	163.9	43.7	1,780	3,403	3,661	7,064
Average Annual Percentage Change						
14-15p	8.3%	13.7%	4.7%	16.6%	11.7%	14.0%
91-15p	3.9%	3.8%	0.7%	7.1%	4.0%	5.2%

Notes: Spending includes visitor spending and other travel spending (travel agencies and transportation to other Oregon destinations). Earnings include wage and salary disbursements, benefits and proprietor income. Employment includes full- and part-time payroll employees and proprietors. These direct travel impacts do not include secondary (indirect and induced) impacts.

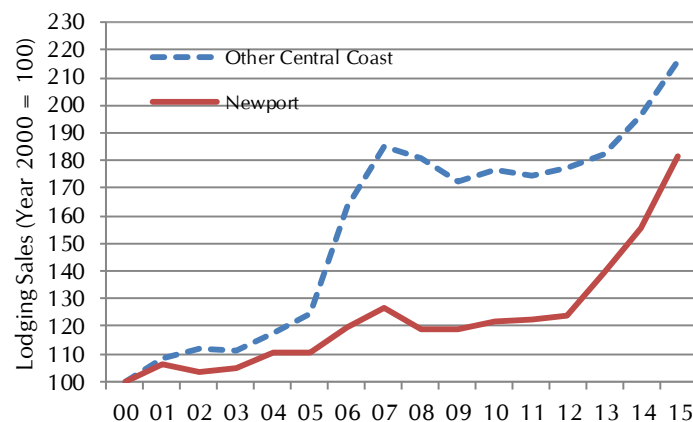
Newport's share of Central Coast lodging sales declined from about 25 percent to 18 percent between 2000 and 2008. In recent years, the Newport's share has gradually increased, with strong growth during the last three years.

### Newport and Central Coast Lodging Sales (Million)

	Newport	Central Coast	Share
2000	\$19.9	\$78.9	25.2%
2001	\$21.1	\$85.0	24.8%
2002	\$20.6	\$86.6	23.7%
2003	\$20.8	\$86.6	24.1%
2004	\$22.0	\$91.3	24.1%
2005	\$22.0	\$95.5	23.1%
2006	\$23.8	\$120.2	19.8%
2007	\$25.1	\$134.6	18.7%
2008	\$23.6	\$130.3	18.1%
2009	\$23.6	\$125.6	18.8%
2010	\$24.1	\$128.7	18.8%
2011	\$24.3	\$127.3	19.1%
2012	\$24.6	\$129.6	19.0%
2013	\$27.7	\$135.5	20.4%
2014	\$30.9	\$147.0	21.0%
2015	\$36.1	\$163.6	22.1%
<i>Average Annual Percentage Change</i>			
14-15	16.6%	11.3%	
00-15	4.1%	5.0%	

Source: Oregon Department of Revenue, City of Newport and other taxing jurisdictions in Lincoln, east Douglas and east Lane counties.

### Newport and Other Central Coast Lodging sales (Year 2000 = 100)



Detailed travel impacts for 2009-2015p are presented on the following page.

## Newport Travel Impacts, 2009-2015p

	2009	2010	2011	2012	2013	2014	2015p
<b>Total Direct Travel Spending (\$Million)</b>							
Destination Spending	120.5	121.0	124.2	127.0	136.7	148.5	161.2
Other Travel*	2.3	2.5	2.8	2.8	2.8	2.8	2.6
Total Direct Spending	122.8	123.5	127.0	129.9	139.5	151.3	163.9
<b>Visitor Spending by Commodity Purchased (\$Million)</b>							
Accommodations	27.7	28.3	27.6	27.7	31.3	34.6	40.7
Food Service	28.3	28.3	29.0	30.2	32.8	36.6	40.5
Food Stores	16.2	15.6	16.4	17.0	18.0	19.4	20.7
Local Tran. & Gas	7.7	8.9	10.6	10.6	10.6	10.9	9.4
Arts, Ent. & Rec.	20.3	19.7	20.0	20.5	21.7	23.3	25.0
Retail Sales	20.3	20.1	20.6	21.1	22.2	23.7	25.1
Destination Spending	120.5	121.0	124.2	127.0	136.7	148.5	161.2
<b>Industry Earnings Generated by Travel Spending (\$Million)</b>							
Accom. & Food Serv.	21.8	21.3	21.6	22.8	24.8	26.7	29.7
Arts, Ent. & Rec.	6.0	5.7	5.7	6.3	5.4	5.3	7.0
Retail***	4.7	4.6	4.7	4.8	5.1	5.6	6.1
Other Travel**	0.7	0.7	0.7	0.7	0.7	0.8	0.9
Total Direct Earnings	33.2	32.2	32.8	34.7	36.0	38.4	43.7
<b>Industry Employment Generated by Travel Spending (Jobs)</b>							
Accom. & Food Serv.	1,000	990	990	1,000	1,050	1,090	1,150
Arts, Ent. & Rec.	340	320	310	360	340	340	350
Retail***	230	210	220	220	230	250	260
Other Travel**	10	20	20	20	20	20	20
Total Direct Employment	1,580	1,540	1,540	1,590	1,640	1,700	1,780
<b>Government Revenue Generated by Travel Spending (\$Million)</b>							
Local Tax Receipts	2.2	2.3	2.3	2.3	2.6	2.9	3.4
State Tax Receipts	2.7	2.7	2.9	3.0	3.1	3.3	3.7
Total Local & State	5.0	5.0	5.2	5.3	5.7	6.2	7.1

Details may not add to totals due to rounding.

\*Other Travel spending includes ground transportation spending and related impacts for travel to other Oregon visitor destinations, and travel arrangement services.

\*\*Other Travel employment and earnings includes all ground transportation, except motor fuel, and travel arrangement services. \*\*\*Retail includes gasoline.

## NEWPORT OVERNIGHT VISITOR VOLUME AND AVERAGE SPENDING

Visitor volume and average visitor spending estimates for Newport are shown below. The tables are mathematically related: The total visitor spending estimates in the first table are equivalent to the average spending estimates in the second table multiplied by the appropriate measure of visitor volume in the third table. See Appendix C.

### Visitor Spending by Type of Traveler Accommodation (\$Million), 2009-2015p

	2009	2010	2011	2012	2013	2014	2015p
All Overnight	79.7	80.7	82.1	83.7	90.5	99.0	108.4
Hotel, Motel*	53.2	54.6	56.4	57.0	62.9	70.8	79.1
Private Home	4.5	4.7	4.0	4.2	4.2	4.3	4.3
Other Overnight	22.0	21.4	21.6	22.5	23.4	23.8	25.0
Campground	16.4	15.7	15.8	16.5	17.4	17.7	18.8
Vacation Home	5.5	5.6	5.8	6.0	6.0	6.2	6.2
Day Travel	40.9	40.3	42.2	43.4	46.1	49.6	52.8
Spending at Destination	120.5	121.0	124.2	127.0	136.7	148.5	161.2

### Average Expenditures for Overnight Visitors, 2015p

	Travel Party		Person		Party Size	Length of Stay (nights)
	Day	Trip	Day	Trip		
Hotel, Motel*	\$337	\$637	\$138	\$261	2.4	1.9
Private Home	\$84	\$254	\$32	\$98	2.6	3.0
Other Overnight	\$147	\$483	\$44	\$145	3.3	3.3
All Overnight	\$237	\$562	\$85	\$208	2.8	2.4

### Overnight Visitor Volume, 2013-2015p

	Person-Nights (000)			Party-Nights (000)		
	2013	2014	2015	2013	2014	2015
Hotel, Motel*	460	520	574	188	213	235
Private Home	131	132	134	50	51	52
Other Overnight	552	556	566	166	167	170
All Overnight	1,143	1,209	1,274	404	431	457

	Person-Trips (000)			Party-Trips (000)		
	2013	2014	2015	2013	2014	2015
Hotel, Motel*	243	275	303	99	112	124
Private Home	43	44	44	17	17	17
Other Overnight	169	170	173	51	51	52
All Overnight	455	488	520	167	180	193

\*Includes all lodging where a lodging tax is collected except campgrounds.

## **APPENDICES**

APPENDIX A:	KEY TERMS AND DEFINITIONS
APPENDIX B:	TRAVEL IMPACT INDUSTRIES MATCHED TO 2007 NAICS
APPENDIX C:	RELATIONSHIP BETWEEN SPENDING AND VOLUME
APPENDIX D:	REGIONAL TRAVEL IMPACT MODEL

## KEY TERMS AND DEFINITIONS

### ECONOMIC IMPACTS

**Commodity:** A classification of a product or service, such as lodging or food service. An establishment or industry may produce more than one commodity.

**Direct Impacts:** Employment, earnings and tax receipts *directly* generated by travel spending, as distinguished from secondary and total impacts.

**Earnings:** Earnings include wage and salary disbursements, other earned income or benefits, and proprietor income. Only the earnings attributable to travel expenditures are included.

**Employment:** Industry employment (jobs) associated with travel-generated earnings. Includes both full-time and part-time positions, and salaried or self-employed individuals. Employment is reported as an average for a time period, typically annual. (Unless otherwise noted, the employment estimates refer to establishment or industry employment at place of work, not the employment status or residence of the individual.)

**Hotel, Motel:** Includes all lodging where a lodging tax is collected except campgrounds.

**Industry:** A classification of business or government establishments based on their primary technological process. (See NAICS Appendix table.)

**Local Taxes:** City of Newport lodging tax. Property taxes are not included.

**Other spending:** See Travel spending.

**Private Home:** Unpaid overnight accommodations of friends and relatives.

**Receipts:** Travel expenditures less the sales and excise taxes paid by the consumer.

**State Taxes:** Lodging, motor fuel, and personal and business income taxes imposed by the state of Oregon.

**Total Impacts:** The sum of Direct and Secondary impacts.

**Travel spending:** The sum of visitor and other spending related to travel. Other spending includes spending by residents on ground and air transportation for the purpose of travel to other destinations and spending on travel arrangement services.

**Vacation Home:** A housing unit for occasional use where a lodging tax is not collected.

**Visitor spending:** All spending on goods & services by visitors at the destination. Also referred to as destination spending.



## VISITOR VOLUME

**Length of Stay:** The number of nights that a visitor or travel party is away from home on a trip.

**Night:** Applies to overnight visitors only. The number of nights on a trip is the length of stay. The count of days and nights is generally equivalent for overnight visitors. (See trips.)

**Party-trips:** The number of trips to the destination by travel parties. Party-trips are equal to the number of Visitor-trips divided by the average party size.

**Party-nights:** The number of nights or days that travel parties stayed at the destination. Party-nights are equal to the number of visitor-nights divided by the average party size or the number of party-trips multiplied by the average length of stay.

**Party Size:** The number of individuals (adults and children, including non-household members) that are traveling together and are sharing the costs of travel.

**Room Demand:** A count of the number of hotel/motel rooms that are sold on a nightly basis over a given period of time. Also referred to as *room nights sold*.

**Travel party:** A *travel party* includes all *visitors* (adults and children) traveling together. The *party size* represents the average number of visitors or persons in the travel party.

**Trip:** A trip may include more than one day or night at a destination. For overnight visitor categories, the total number of trips will be less than the number of nights. The *length of stay* for the trip represents the number of nights (or days) at the destination.

**Visitor:** An individual traveler that stays overnight away from home in paid or unpaid accommodations, or a day visitor that travels at least fifty miles one-way from home on non-routine trip.

**Visitor-trips:** The number of trips to the destination by visitors or persons. This is also equivalent to as the total number of *visits*.

**Visitor-nights:** The number of nights or days that visitors (persons) stayed at the destination. Visitor-nights are equal to the number of visitor-trips multiplied by the average length of stay.

## TRAVEL IMPACT INDUSTRIES MATCHED TO 2007 NAICS

TRAVEL IMPACT INDUSTRY	NAICS INDUSTRIES* (code)
Accommodation & Food Services	Accommodation (721) Food Services and Drinking Places (722) Residential Property Managers (531311)
Arts, Entertainment & Recreation	Performing Arts, Spectator Sports (711) Museums (712) Amusement, Gambling (713) Scenic and Sightseeing Transportation (487) Miscellaneous Industries (see note**)
Retail	Food & Beverage Stores (445) Gasoline Stations (447) Clothing and Clothing Accessories Stores (448) Sporting Goods, Hobby, Book, and Music Stores (451) General Merchandise Stores (452) Miscellaneous Store Retailers (453)
Ground Transportation	Interurban and rural bus transportation (4852) Taxi and Limousine Service (4853) Charter Bus Industry (4855) Passenger Car Rental (532111) Parking Lots and Garages (812930)
Air Transportation	Scheduled Air Passenger Transportation (481111) Support Activities for Air Transportation (4881)
Travel Agencies	Travel Agencies (56151)

Notes: \*Government enterprizes (e.g., park systems) are included in this classification.

\*\*Includes parts of industries in other sectors (e.g., accommodation, charter bus).

A more detailed description of these industries can be found at <http://www.ntis.gov/naics>.

### RELATIONSHIP BETWEEN SPENDING AND VOLUME

The Spending, Average Expenditures and Volume tables are computationally related as shown with the sample data below.

- **Spending equals Average Expenditures multiplied by Volume** for comparable party/person and night/trip categories
- **Travel parties and persons** are related by division or multiplication with **Party Size**
- **Trips and nights** are related by division or multiplication with **Length of Stay**

#### Visitor Spending by Type of Accommodation (\$Million), YEAR

		YEAR
All Overnight	<b>656,000 x \$79 = \$56,100,000 (calculated from person-trips)</b>	<b>56.1</b>
Hotel, Motel	<b>160,000 x \$200 = \$32,000,000 (calculated from party-nights)</b>	<b>32.0</b>
Private Home	<b>1,030,000 x \$20 = \$20,600,000 (calculated from person-nights)</b>	<b>20.6</b>
Other Overnight	<b>10,000 x \$350 = \$3,500,000 (calculated from party-trips)</b>	<b>3.5</b>
Campground		3.0
Vacation Home		0.5
Day Travel		30.0
Spending at Destination		86.1

#### Average Expenditures for Overnight Visitors, YEAR

	Travel Party		Visitor (Person)		Party	Length of
	Nights	Trip	Nights	Trip	Size	Stay (nights)
Hotel, Motel	<b>\$200</b>	\$340	\$83	\$142	<b>2.4</b>	1.7
Private Home	\$50	\$130	<b>\$20</b>	\$52	2.5	<b>2.6</b>
Other Overnight	\$117	<b>\$350</b>	\$34	\$103	3.4	3.0
All Overnight	\$494	\$214	\$197	<b>\$86</b>	2.5	2.3

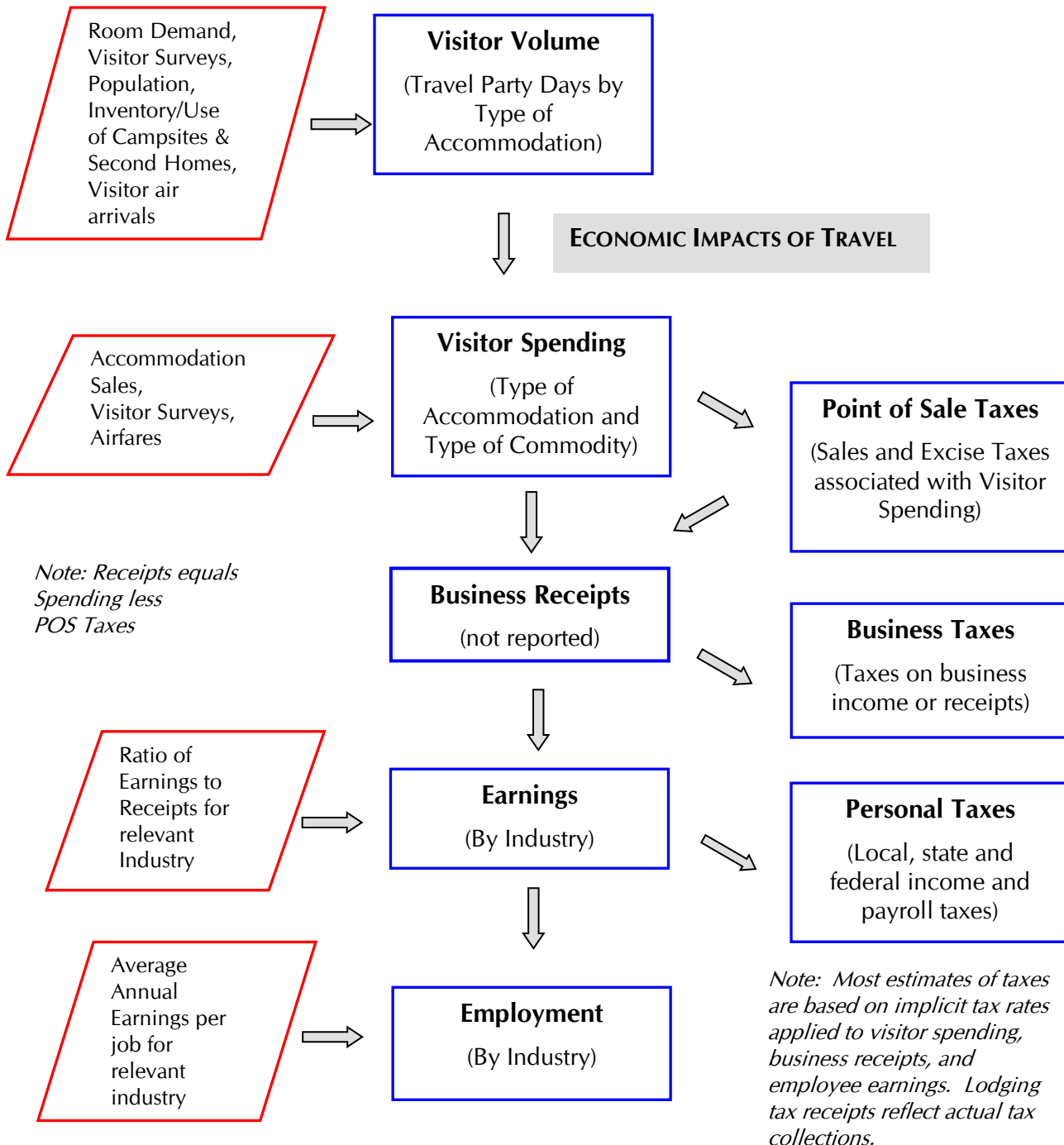
#### Overnight Visitor Volume, YEAR

	Visitor-Nights (000)		Party-Nights (000)	
	YEAR		YEAR	
Hotel, Motel	<b>160 x 2.4 =</b>	384	<b>160</b>	
Private Home		<b>1,030</b>		412
Other Overnight		102		30
All Overnight		1,516		602

	Visitor-Trips (000)		Party-Trips (000)	
	YEAR		YEAR	
Hotel, Motel		226		94
Private Home	<b>1,030 / 2.6 =</b>	396		158
Other Overnight		34		<b>10</b>
All Overnight		<b>656</b>		263

## REGIONAL TRAVEL IMPACT MODEL

## PRIMARY DATA SOURCES



## City of Newport - Occupancy Report 2006 to 2015\*

### Accumulative % for all (8) participating hotel properties

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2006	40.02%	55.52%	53.60%	60.65%	52.96%	69.83%	82.34%	83.51%	82.10%	64.93%	44.36%	33.78%	60.30%
2007	35.32%	51.40%	57.90%	54.80%	54.71%	68.44%	86.50%	91.10%	76.40%	61.27%	46.23%	33.53%	59.80%
2008	31.08%	45.14%	51.24%	47.78%	55.20%	62.55%	79.24%	86.79%	62.48%	58.38%	42.01%	23.54%	53.79%
2009	32.30%	40.30%	48.44%	46.77%	48.73%	63.33%	79.57%	84.49%	71.57%	60.10%	33.43%	26.93%	53.00%
2010	33.96%	48.04%	52.27%	46.78%	47.69%	63.81%	79.40%	81.29%	68.60%	56.31%	31.29%	34.21%	53.64%
2011	34.59%	45.42%	45.41%	44.69%	46.90%	61.59%	75.21%	81.21%	72.79%	61.13%	36.55%	45.48%	54.25%
2012	35.48%	48.28%	51.18%	51.06%	51.68%	65.36%	77.44%	82.21%	69.65%	52.67%	37.54%	36.92%	54.95%
2013	32.88%	45.61%	48.27%	47.27%	49.75%	61.44%	76.48%	85.74%	77.61%	62.02%	54.30%	35.98%	56.45%
2014	42.66%	40.92%	58.25%	51.63%	62.48%	64.90%	82.91%	86.94%	76.59%	66.01%	47.45%	44.77%	60.46%
2015	52.57%	53.76%	65.91%	57.20%	61.20%	70.81%	85.22%	86.60%	76.83%	65.08%	45.01%	36.90%	63.09%

### Accumulative % for (4) participating hotel properties with 50 rooms or more

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2006	40.35%	56.64%	52.82%	62.10%	53.59%	72.06%	82.99%	84.27%	82.00%	65.08%	44.66%	34.41%	60.91%
2007	35.86%	51.78%	59.03%	55.07%	54.56%	70.28%	88.55%	92.80%	77.90%	62.86%	47.28%	33.84%	60.82%
2008	32.14%	45.84%	52.03%	49.03%	55.51%	64.02%	80.34%	87.97%	63.12%	59.13%	43.07%	23.83%	54.67%
2009	33.10%	40.84%	49.50%	47.82%	49.20%	64.05%	81.52%	86.57%	72.54%	61.53%	34.22%	27.31%	54.02%
2010	35.52%	49.50%	53.20%	47.86%	48.23%	64.03%	81.08%	82.72%	68.79%	56.83%	31.77%	34.78%	54.53%
2011	35.17%	45.97%	46.00%	45.66%	46.93%	63.17%	76.87%	82.93%	72.89%	61.84%	37.38%	48.57%	55.28%
2012	37.85%	50.49%	53.25%	53.06%	53.48%	67.96%	79.80%	83.74%	70.33%	52.67%	38.83%	38.73%	56.68%
2013	34.56%	47.24%	49.00%	47.59%	48.85%	59.29%	75.16%	85.24%	77.16%	62.17%	55.94%	36.61%	56.57%
2014	43.09%	41.00%	58.24%	52.12%	63.29%	65.46%	83.69%	86.88%	76.99%	66.43%	48.50%	46.66%	61.03%
2015	54.25%	54.62%	67.25%	58.52%	61.44%	70.60%	84.09%	85.55%	75.97%	65.58%	49.68%	37.40%	63.74%

\* This report is a general report of occupancy trends. Slight variances can occur due to rooms or spaces being unavailable for a period of time.

## City of Newport - Occupancy Report 2006 to 2015\*

### Accumulative % for (4) participating hotel properties with 30 rooms or less

<b>Year</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Avg</b>
2006	37.59%	47.20%	51.95%	46.63%	48.32%	52.82%	77.55%	77.83%	82.89%	63.82%	41.78%	29.13%	54.79%
2007	31.28%	48.60%	49.48%	52.15%	55.83%	54.36%	72.28%	78.49%	64.90%	49.40%	38.17%	28.08%	51.92%
2008	24.15%	39.83%	45.42%	38.21%	52.92%	51.28%	71.13%	78.12%	57.64%	52.20%	33.95%	21.44%	47.19%
2009	26.40%	36.33%	40.60%	38.74%	45.19%	57.83%	65.10%	69.02%	64.12%	49.52%	27.36%	24.15%	45.36%
2010	22.40%	37.20%	45.36%	38.51%	43.68%	62.17%	66.92%	70.67%	67.18%	52.44%	27.65%	29.95%	47.01%
2011	30.28%	41.34%	41.06%	37.22%	46.69%	50.79%	64.18%	69.77%	72.08%	56.38%	30.90%	24.86%	47.13%
2012	19.71%	33.51%	37.34%	37.37%	39.73%	47.56%	61.75%	72.01%	64.96%	52.64%	28.70%	24.86%	43.34%
2013	21.69%	34.71%	43.38%	45.12%	55.79%	76.13%	85.24%	89.08%	80.72%	60.98%	43.06%	31.80%	55.64%
2014	39.84%	40.37%	58.31%	48.33%	57.10%	61.07%	77.75%	87.29%	73.81%	63.22%	40.27%	32.17%	56.63%
2015	41.38%	47.88%	56.99%	48.18%	59.57%	72.23%	92.72%	93.55%	82.75%	61.78%	13.08%	33.59%	58.64%

### Accumulative % for (3) participating campgrounds/RV parks

<b>Year</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Avg</b>
2006	8.59%	17.67%	35.82%	32.21%	53.20%	64.63%	91.52%	101.85%	84.04%	36.74%	15.45%	11.57%	46.11%
2007	9.60%	32.70%	31.52%	32.41%	41.28%	64.39%	169.13%	109.83%	82.00%	34.66%	32.50%	10.06%	54.17%
2008	9.16%	15.79%	29.58%	24.58%	37.14%	52.36%	97.69%	97.90%	70.80%	33.01%	19.51%	10.21%	41.48%
2009	11.47%	16.87%	26.67%	27.38%	45.33%	68.47%	103.03%	104.72%	82.38%	39.03%	18.26%	12.01%	46.30%
2010	10.80%	18.76%	30.52%	31.60%	33.57%	56.06%	85.41%	85.54%	63.89%	33.42%	15.02%	7.92%	39.38%
2011	9.02%	13.32%	20.05%	22.56%	31.83%	53.15%	78.10%	81.60%	61.08%	29.21%	13.94%	5.94%	34.98%
2012	7.37%	17.80%	18.95%	22.53%	40.52%	62.26%	93.92%	94.73%	44.24%	30.24%	14.07%	8.74%	37.95%
2013	9.18%	18.36%	26.19%	24.61%	42.02%	29.82%	94.74%	97.58%	67.05%	43.94%	23.60%	11.36%	40.70%
2014	17.19%	20.19%	32.75%	31.25%	43.21%	70.85%	99.24%	101.87%	74.10%	48.04%	24.78%	14.25%	48.14%
2015	14.54%	35.51%	42.83%	39.82%	78.73%	79.79%	101.85%	99.20%	79.88%	44.77%	22.34%	9.69%	54.08%

\* This report is a general report of occupancy trends. Slight variances can occur due to rooms or spaces being unavailable for a period of time.

2014 to 2016  
Visitor Statistics

	800 Line			Other Calls			Walk-ins			Visitor Packets			Relos			Email Requests			Fax			Website Hits			Website Visits			Window Talk		
MONTH	14	15	16	14	15	16	14	15	16	14	15	16	14	15	16	14	15	16	14	15	16	14	15	16	14	15	16	14	15	16
January	155	n/a		655	502		1,046	970		742	881		9	18		3,666	3,098		0	0		222,029	329,490		23,221	26,448		643	256	
February	619	n/a		712	682		933	1,099		771	1,023		3	11		2,554	2,634		0	0		686,082	459,605		56,235	26,861		493	411	
March	128	n/a		586	448		1,034	1,372		781	1,214		12	7		3,198	2,771		0	0		575,852	280,937		31,872	27,519		364	425	
April	104	n/a		620	438		1,333	1,224		1,130	844		5	11		2,859	2,838		0	0		376,985	256,755		25,825	24,369		419	389	
May	114	n/a		519	422		1,399	1,260		1,660	773		12	19		2,921	2,376		0	0		434,417	306,515		24,571	29,948		613	571	
June	170	n/a		487	462		1,544	1,527		3,431	1,028		9	11		2,760	2,527		0	0		520,286	340,210		25,325	28,794		675	815	
July	132	97		612	546		2,445	1,862		3,314	862		22	27		2,834	3,145		0	0		706,510	415,453		31,269	36,419		1,665	913	
August	n/a	n/a		518	390		2,111	1,812		2,047	629		23	22		2,285	2,080		0	0		484,196	305,588		27,489	33,112		970	896	
September	n/a	n/a		551	394		1,610	1,535		1,341	510		11	35		2,934	2,031		0	0		499,850	280,765		26,911	31,535		876	665	
October	n/a	n/a		504	377		1,210	1,082		385	363		17	20		2,718	1,962		0	0		417,280	265,262		27,113	29,304		422	353	
November	n/a	n/a		320	191		606	608		276	270		8	8		1,998	1,179		0	0		222,787	207,734		23,441	26,791		210	267	
December	n/a	n/a		298	328		755	569		474	298		6	10		2,602	2,080		0	0		228,361	246,669		30,123	29,767		474	278	
TOTAL	1,422	97	0	6,382	5,180	0	16,026	14,920	0	16,352	8,695	0	137	199	0	33,329	28,721	0	0	0	0	5,374,635	3,694,983	0	353,395	350,867	0	7,824	6,239	0

# CITY OF NEWPORT

## GOODS AND SERVICES CONTRACT

### Tourism Promotion Services

BASED UPON the quotes submitted in response to the Request for Proposals for Tourism Promotion Services, as issued and administered by City of Newport (City), Greater Newport Chamber of Commerce (Contractor) hereby enter into a contract for services in accordance with the specifications and quote provided.

All terms of the following exhibits are hereby incorporated by reference into this Contract, and Contractor agrees to comply with each:

- (1) Exhibit A - Request for Proposals
- (2) Exhibit B - Contractor Proposal
- (3) Exhibit C - Oregon Public Contracting Requirements for Goods and Service Contracts

1. Term. The term of this Contract shall extend from July 1, 2014 to July 1, 2015 unless extended for additional periods of time upon written mutual agreement of both parties. Notwithstanding this Term, City reserves the right to terminate this Contract as outlined in this Agreement.
2. Scope of Work. Contractor shall provide all materials, labor, equipment, and all other services, and facilities necessary for the services specified in the attached Exhibits A and B (Project). Work shall be completed within one year of the date given in the Notice to Proceed.
3. Compensation.
  - 3.1 Basis of Payment. Contractor shall complete Project as defined above and in the attached exhibits for the prices in Exhibit B, with an estimated total fee of \$172,500.
  - 3.2 Invoices. Payments shall be based upon Contractor's invoices submitted to City, detailing the previous month's fees and costs.
    - a. City will review Contractor's invoice and within ten (10) days of receipt notify Contractor in writing if there is a disagreement or dispute with the invoice or Project. If there are no such disputes, City shall pay the invoice amount in full within thirty (30) days of invoice date, subject to a five percent (5%) retainage to be paid only after full performance and acceptance by City.
    - b. If City fails to make any payment due Contractor for services and expenses within thirty (30) days of the date on Contractor's invoice therefore, late fees



will be added to amounts due Contractor at the rate of 1.0 percent (1%) per month from original invoice date. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

4. Permits. City will be responsible for obtaining all permits, approvals, and authorizations necessary for Contractor's performance.

5. Termination for Convenience.

This Contract may be terminated by mutual consent of the parties upon written notice. In addition, City may terminate all or part of this Contract upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Upon termination under this paragraph, Contractor shall be entitled to payment in accordance with the terms of this Contract for Contract work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this paragraph, Contractor shall submit an itemized invoice for all unreimbursed Contract work completed before termination and all Contract closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6. Termination for Cause. City may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

6.1 If City funding is not obtained and continued at levels sufficient to allow for purchases of the indicated quantity of services. The Contract may be modified to accommodate a reduction in funds.

6.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

6.3 If any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

7. Termination for Default. Either City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

If Contractor fails to perform in the manner called for in this Contract or if Contractor fails to comply with any other provisions of the Contract, City may terminate this Contract for default. Termination shall be effected by serving a notice of termination on Contractor setting forth the manner in which Contractor is in default. Contractor shall be paid the Contract price only for equipment installed and services performed in accordance with the manner of performance as set forth in this Contract.

8. Remedies. In the event of breach of this Contract, the parties shall have the following remedies:

8.1 If terminated under paragraph 7 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to City the amount of the reasonable excess.

8.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.

8.3 If City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

8.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Contract or any damages arising solely from terminating the Contract in accordance with its terms.

8.5 Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor shall immediately cease all activities related to the services and work under this Contract.

9. Standard of Care. Contractor warrants that the work to be performed pursuant to this Contract shall be done in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing the equipment and services City is purchasing.

10. Reports. The Contractor shall provide City with reports as detailed in Contractor's proposal, at a minimum of once per year, outlining the Project progress, issues of concern and budget status.

11. Change Orders. Contractor and City reserve the right to order changes to the equipment and services to be provided herein. Contractor and City shall determine a fair and equitable cost and, if required, additional time for such changes. All such changes shall be ordered and agreed to in writing by both parties.

12. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Contract.

Contractor warrants that its employees assigned to this Contract shall maintain necessary confidentiality.

13. Security and Substance Check. Contractor agrees that each of its employees and subcontractor's employees involved in this Project may, at the option of City and in compliance with Contractor policy, be subject to a security background check and/or substance abuse testing.
14. Access to Records. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
15. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

City of Newport  
169 SW Coast Highway  
Newport, Oregon 97365  
Phone: 541.574.0613

CONTRACTOR:

Greater Newport Chamber of Commerce  
555 SW Coast Highway  
Newport, Oregon 97365  
Phone: 541.265.8801

16. Warranty. Contractor's warranty is as stated within Exhibit B. Contractor further warrants that all materials, equipment, and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and equipment shall be properly packaged, that proper instructions and warnings shall be supplied, and that the Project shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by City shall not alter or affect the obligations of Contractor or the rights of City.
17. Insurance. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

17.1. Commercial General Liability Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

Coverage	Limit
General Aggregate	\$1,300,000
Products-Completed Operations Aggregate	\$1,300,000
Personal & Advertising Injury	\$1,300,000
Errors & Omissions	\$1,300,000
Each Occurrence	\$1,300,000
Fire Damage (Any one fire)	\$50,000
Medical Expense (Any one person)	\$5,000

17.2. Commercial Automobile Insurance. Contractor shall also obtain, at Contractor's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,200,000.

17.3. Workers' Compensation Insurance. The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

17.4. Additional Insured Provision. The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.

17.5. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage of Contractor's insurance without 30 days prior written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days prior notice of cancellation to the City

17.6. Certificates of Insurance. As evidence of the insurance coverage required by the Agreement, the Contractor shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.

17.8. Primary Coverage Clarification. The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

17.9. Cross-Liability Clause. A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit Contractor's liability under this Agreement.

18. Indemnity. To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.

19. Force Majeure. This section applies in the event that either party is unable to perform the obligations of this Agreement because of a Force Majeure event as defined herein, to the extent that the Agreement obligation must be suspended. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body which prevents performance. Should either party suffer from a Force Majeure event and be unable to perform, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance. Upon receipt of such notice, the parties shall be excused from such performance as it is effected by the Force Majeure event for the period of such event. If such event effects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such event.

20. Independent Contractor. It is the intention and understanding of the parties that Contractor is an independent contractor and that City shall be neither liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax that may arise as an incident of employment.

Contractor shall pay all income and other taxes as due. Industrial or other insurance that is purchased for the benefit of Contractor shall not be deemed to convert this contract to an employment contract. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.

21. Assignment. Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.
22. Governing Law. This Agreement is to be governed by and under the laws of the State of Oregon.
23. Consent to Jurisdiction. The parties hereby consent to jurisdiction of the Lincoln County Circuit Court, Lincoln County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
24. Public Contracting Requirements. Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work under this agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.
25. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.
26. Attorney Fees. If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall

bear interest at the maximum legal rate from the date incurred until the date paid by losing party.

27. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

28. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Project. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.

29. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.

CITY:

City of Newport

CONTRACTOR:

Greater Newport Chamber of  
Commerce

By: Sandra N. Roumagnux

Title: Mayor

Date: May 19, 2014

By: Lorna Davis

Title: Executive Director

Date: June 5<sup>th</sup> 2014

**EXHIBIT A**

**CITY OF NEWPORT, OREGON**

**REQUEST FOR PROPOSALS  
TOURISM PROMOTION SERVICES**



**SUBMIT PROPOSAL TO:**

**Peggy Hawker, City Recorder/Special  
Projects Director  
City of Newport  
169 SW Coast Highway  
Newport, Oregon 97365**

**Due Date: March 14, 2014**



## **CITY OF NEWPORT, OREGON**

### **Request for Proposal Tourism Promotion Services**

#### **I. BACKGROUND**

##### **A. Proposer Entity**

The City of Newport ("City") is seeking a well-qualified profit or non-profit organization to submit a proposal to provide tourism promotion services for the city over the next year, with two potential renewal periods of one year each, for a total of three years.

##### **B. Overview**

The City of Newport is a prime tourist destination and the population center of the Central Oregon Coast. Newport is the county seat of Lincoln County, and houses the offices of several federal and state agencies, including a major Coast Guard station, Oregon State University's Hatfield Marine Science Center, NOAA's Pacific Marine Operations Center, the Oregon State Police, Oregon DMV, and Oregon Employment Division offices. The city is home to the Samaritan Pacific Communities Hospital, and the main campus of the Oregon Coast Community College. OCCC is a premier educational institution and unique in its aquarist program. Its aquarist graduates are working in aquarium and research facilities throughout the country. Newport has a population of more than 10,000.

The Yaquina River flows into the Pacific Ocean through Newport's Yaquina Bay. Newport is home to the Oregon Coast Aquarium, one of the country's premier aquariums. A substantial commercial fishing fleet calls Newport home, as do several marine research vessels and a large number of private boats docked in marinas around the Bayfront. Newport is one of three deep-water ports on the Oregon Coast. Tonnage of shipping is second behind Coos Bay.

Newport has often been described as the most authentic city on the entire Oregon Coast. The city boasts numerous fine

shops, restaurants, galleries, lodging establishments, and endless outdoor recreational opportunities.

Proximity to Portland and the Willamette Valley provides a strong tourism base, and the mid-latitude of Oregon provides moderate rainfall during the winter and spring months, and mild temperatures.

### **C. Source of Funds and Budget**

The source of funds for this service is from the City's Room Tax Fund. The budget figure for FY2014/2015 has not been established, but is anticipated to be between \$172,500 and \$200,000.

## **II. RFP SPECIFICATIONS**

### **A. Goals and Objectives**

The objective of this RFP is to award a one (1) year agreement, with two (2) one-year renewal options exercisable at the city's sole discretion, to an entity that will provide tourism promotion services for the City of Newport, including, but not limited to:

1. Visitor Center;
2. Visitor information;
3. Media information;
4. Visitor website and website maintenance;
5. Visitor kiosk;
6. Hospitality training;
7. Support group and research tours;
8. Support goals of the Destination Newport Committee;
9. Value season promotion;
10. Other projects and cooperative involvement with local, regional, and state tourism opportunities;
11. Statistical reporting;
12. Maintaining the visitor website and social media channels.

### **B. Scope of Services**

All services shall be provided under the direction of the City Manager and City Council in coordination with the Destination Newport Committee to compliment the city's advertising program. The tourism promotion services

provided shall include, but not be limited to, the following tasks:

1. Visitor Information:

- a. Visitor guide;
- b. Calendar of events;
- c. Map/Exploring Newport – A to Z;
- d. Information laminates – updated and distributed twice annually;
- e. Oregon calendar of events – submit primary local events for inclusion in this publication annually;
- f. Community tourism DVD;
- g. Online facility guide;
- h. Responses to requests for information generated by the city's advertising efforts. Services include the operation of a visitor center, responding to phone inquiries during regular business hours, preparing and mailing requested information (including paying for postage that may be in the amount of up to \$30,000), and responding to e-mail requests.

2. Media Information:

- a. Media kit;
- b. Digital photo library;
- c. Newspaper and other articles;
- d. Host and/or support domestic and international travel writers;
- e. Produce regular and seasonal press releases;
- f. Develop and maintain relationships with media;
- g. Work with Travel Oregon and other groups on familiarization tours for journalists.

3. Visitor Web Page Maintenance. Have or develop a visitor landing pages within a website that supplements, but does not compete with, the Discover Newport website. Services shall include updating and maintaining both the visitor website and the Discover Newport website. At a minimum the website maintenance shall include:

- a. Calendar of events;
- b. Photographs;
- c. Press release page;

- d. Group tour information;
  - e. Facility information;
  - f. Shuttle maps and business information;
  - g. Attraction information;
  - h. Business information.
  - i. Responses to e-mail and social networking
  - j. Content development as necessary to keep web-site fresh.
4. Visitor Kiosk:
- a. Maintain 24-hour information kiosk in the city in a highly visible location;
  - b. Provide information about Newport to other regional kiosk centers.
5. Hospitality Training:
- a. Develop and implement training for hospitality industry employees within the corporate limits of Newport.
6. Support Group and Research Tours:
- a. Provide material and information to tour groups referred by Travel Oregon or similar organizations.
7. Support the Goals of the City's Destination Newport Committee:
- a. Support all Destination Newport Committee programs;
  - b. Forward marketing opportunities to the City's contracted advertising service provider, or provide response to such inquiries and opportunities
  - c. Participate on the Destination Newport Committee;
  - d. Fulfill Destination Newport Committee requests related to tourism or relocation marketing;
  - e. Demonstrate intimate knowledge of Newport;
  - f. Promotion of Newport and the surrounding economic area as appropriate.
8. Value Season Promotion:
- a. Develop programming to enhance and support tourism during the off and shoulder seasons.

9. Cooperative Involvement with Local, Regional, and State Visitor's Organizations:
  - a. Represent Newport at domestic and international trade and travel shows;
  - b. Work cooperatively with other agencies to attract tourists during shoulder and off seasons.
10. Statistical Reporting:
  - a. Conduct occupancy surveys with the lodging community and provide quarterly data;
  - b. Collect data regarding visitor's residences and how they learned of Newport;
  - c. Collect other information as requested by the city.

### **C. Eligible Proposers**

Proposals will be accepted only from organizations (profit or non-profit), or other collaborative arrangements that:

1. Are qualified to conduct business in the State of Oregon and the City of Newport.
2. If a corporation or limited liability company, it is in good standing with the Secretary of State.

### **D. Contract Term**

The term of the contract with the successful proposer shall be one (1) year with an option to extend for up to two additional one-year terms, at City's sole discretion, taking into account the factors set forth below. The proposer shall state if it is willing to grant the city the option to extend any contract awarded hereunder for two additional periods of one year each, under the same prices, terms, and conditions. Contract extension will be contingent upon the availability of funds; contractor's continuing compliance with applicable federal, state, and local government legislation; and an evaluation indicating the contractor's successful performance of the contract.

## **E. Preliminary Schedule**

<b>Event</b>	<b>Date</b>
Release of Request for Proposals	February 4, 2014
Pre-Proposal Conference	February 18, 2014
Written Questions about Proposals	February 24, 2014
Proposals Due	March 20, 2014
Proposal Award Date	April 21, 2014
Contractor Begins Work	July 1, 2014

## **F. Pre-Proposal Conference**

An optional Pre-Proposal Conference has been scheduled to answer questions about this RFP on Wednesday, February 18, 2014, at 3:00 P.M., at:

City of Newport City Hall  
169 SW Coast Highway  
Newport, Oregon 97365

Please RSVP to Peggy Hawker at 541.574.0613, or e-mail: [p.hawker@newportoregon.gov](mailto:p.hawker@newportoregon.gov) to confirm your attendance.

At this conference, city staff will review the RFP document and respond to questions regarding requirements of the RFP. The City of Newport does not discriminate based on disability and, upon request, will provide reasonable accommodations to ensure equal access to its programs, services, and activities. Please contact the city at least 72 hours in advance to request an accommodation.

## **G. Deadline for Submission of Proposals**

The original sealed proposal, together with ten complete copies must be **received** by 5:00 P.M., on Wednesday, March 20, 2014. Proposals must be sent or delivered to:

Peggy Hawker, City Recorder/Special Projects Director  
City of Newport  
169 SW Coast Highway  
Newport, Oregon 97365

Timely submission of proposals is the sole responsibility of the proposer. The city reserves the right to determine the timeliness of all submissions. Late proposals will not be accepted. All proposals received after the deadline will be returned unopened.

## H. Proposal Requirements

The following outlines the proposal requirements. Submission of a proposal pursuant to this RFP constitutes acknowledgement and acceptance of the terms and conditions set forth herein, and those required under City's Public Contracting Rules 2012 (located on City's webpage, under Administration, City Recorder). The RFP will be incorporated into any resulting Contract with the successful proposer, along with any terms of the accepted proposal which are not in conflict therewith, as well as provisions which are permissible matters for negotiation, as set forth herein. The contents of the proposal submitted by the successful proposer may become contractual obligations if a Contract is awarded.

A sample Contract, is attached hereto as Exhibit A, and by this reference, incorporated herein. In the event of a conflict between the provisions of applicable law, applicable City Public Contracting Rules 2012, this Request for Proposals, and the successful proposal, the order of precedence shall be as set forth in this sentence.

Failure of the successful proposer to accept these obligations may result in cancellation of the award. The city reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to the RFP become the property of the city and will be a public record after the selection process is completed. Each proposal must contain the following:

1. Cover Letter for the Proposal

A cover letter must be submitted with the proposal. The cover letter should be limited to one page and must include the company name, company address, and the name, telephone number, fax number, and e-mail address of the person(s) authorized to represent the firm on all matters relating to the RFP and any contract awarded pursuant to this RFP. A person authorized to bind the proposer to all commitments made in the proposal must sign the letter.

2. Providing Services to Meet Goals & Objectives

Each proposer shall furnish a narrative of how the organization will provide services to meet the city's goals and objectives.

### 3. Proposer Experience

Each proposer shall furnish a narrative supported by relevant data regarding past experience with similar projects, including names of organizations and persons with whom proposer has entered into contracts and employment for substantially similar services as described herein, within the last five (5) years. Proposer shall also identify the individuals who will be assigned to work on this project.

Each proposer shall also furnish a list of references including names, addresses, phone numbers, and principal contacts in which the proposer has provided similar services. By submitting a proposal, a proposer consents to City contacting listed references, as well as parties with whom proposer has previously contracted. The results of those contacts will be considered by City in its evaluation of proposer's proposal, and provided herein.

### 4. Projected Costs and Proposed Services

Itemize the annual projected costs of each component in the "Scope of Services" described above. If applicable, identify other sources of revenue that can be matched or leveraged to provide a greater promotion of Newport.

## **I. Proposal Evaluation and Selection Process**

The city will conduct a preliminary evaluation of all proposals by March 27, 2014 to determine compliance with proposal requirements and mandatory document submissions. The city reserves the right to request additional information to clarify the content of a proposal.

All proposals shall be reviewed to determine that the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing.



Proposals will be evaluated based upon the following categories, including references and information from entities or persons with whom Proposer has entered into contract(s) within the last five years. Proposals will be scored, and ranked. No single category is determinative, or entitled to greater weight in the evaluation process than any other. The proposal selected as the successful proposal will be determined by the highest point total, based on the categories below. The successful proposal may be eligible for negotiation as to the matters, if any, which are identified as suitable for negotiation in this RFP.

Proposer qualifications, experience, and demonstrated ability, including references and contacts with previous contracting parties	40 points
Quality and responsiveness of proposal to the Goals and Objectives and Scope of Service detailed in this RFP	40 points
Cost reasonableness, appropriateness, and necessity as compared to all other proposals to provide the services proposed within the city's annual budget and other leveraged monies	20 points

## **J. CONTRACT AWARD PROCESS**

The City Council may accept or reject the recommendation of the staff as to the successful proposer, cancelation of the procurement, or related matters.

The successful proposer that is selected to perform the services outlined in this RFP shall enter into a contract, approved by the City Attorney, directly with the City of Newport, within thirty (30) days of the Notice of Intent to Award Contract, or such later date as determined by the City Council.

The city reserves the right to verify the information received in the proposal. If the proposer knowingly and willfully submits false information or data, the city reserves the right to reject that proposal. If it is determined that a contract was awarded or entered into because of false statements, or other incorrect data submitted in response to this RFP, the city reserves the right to terminate the contract, without penalty therefor, and with all rights reserved.

### **III. GENERAL RFP AND CITY CONTRACT INFORMATION**

The following terms and conditions apply to the agreement entered into between the successful proposer and the City of Newport:

#### **A. Term**

The term of this contract shall be one year. The proposer shall state if it is willing to grant the city the option to extend any contract awarded hereunder for two additional periods of one year each, under the same prices, terms, and conditions. Any contract awarded pursuant to this RFP may be terminated by the city, with or without cause upon thirty days written notification to the successful proposer.

#### **B. Budget**

Total expenditures under the first year of this contract shall not exceed the amount budgeted by City for that year. In any event, the City provides no assurance that the total amount budgeted by City will be agreed to by City in its award of contract. However, in the event City requires additional services beyond those agreed to by the parties in the contract, such services will be reduced to writing as an amendment to the contract, and will be required, at City's discretion, to the extent City's advertising budget has been increased.

#### **C. Laws and Policies**

In the performance of the advertising services agreement, the selected successful proposer shall abide by and conform to all applicable laws and rules of the United States, State of Oregon, and the City of Newport.

#### **D. Costs Incurred by Proposers**

All costs of proposal preparation shall be the responsibility of the proposer. The city shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

## **E. General City Reservations**

City reserves the right to extend the submission deadline should this be in the best interest of the city. Proposers have the right to revise their proposals in the event that the deadline is extended.

The city reserves the right to withdraw this RFP at any time, and will notify proposers that the solicitation has been canceled. The city makes no representation that any contract will be awarded to any proposer responding to the RFP. The city reserves the right to reject any or all submissions.

If in City's judgment, an inadequate number of proposals are received or the proposals received are deemed non-responsive, not qualified, or not cost effective, the city may, at its sole discretion, reissue the RFP, or execute a contract with the next highest ranked proposer, or to cancel this solicitation, all subject to compliance with City's public contracting rules.

City reserves the right, subject to the city's public contracting rules and applicable statutes, to reject any and all proposals and to waive any minor informality when to do so would be advantageous to the city.

## **F. Termination**

Any contract awarded pursuant to this RFP may be terminated by the city, with or without cause, upon 30 days prior written notification by the city to the successful proposer<sup>[RC1]</sup>. ROB – CAN YOU PROVIDE APPROPRIATE INFORMATION HERE?

## **G. Proposer's Contact for Information**

Proposers may contact Peggy Hawker, City Recorder/Special Projects Director, with any questions regarding the scope of work of this RFP at:

**Peggy Hawker, City Recorder/Special Projects Director  
City of Newport  
169 SW Coast Highway  
Newport, Oregon 97365  
541.574.0613**

**p.hawker@newportoregon.gov**

All questions received after the pre-proposal conference must be addressed to Ms. Hawker in writing. Deadline for written questions is February 24, 2014.

# City Council Agenda Item Report

Agenda Item No. 2016-179

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

From Lincoln County Transit, Annual Report, Cynda Bruce, Program Director

## **Recommendation:**

None

## **ATTACHMENTS**

- [City Manager Report and Recommendation- From Lincoln County Transit.pdf](#)
- [Lincoln County Transit Annual Report.pdf](#)

## **CITY MANAGER'S REPORT AND RECOMMENDATION**



Agenda #: 7.C.  
Meeting Date: 6-6-16

### **Agenda Item:**

**Communication from Lincoln County Transit - Annual Report - Cynda Bruce,  
Program Director**

### **Background:**

Attached is a communication and annual report that was provided by Cynda Bruce in accordance with the intergovernmental agreement with City of Newport. Cynda will be present to give a brief presentation and answer any questions regarding this report.

### **Recommendation:**

None

### **Fiscal Effects:**

The City of Newport provided \$90,000 in operational funds for the city loop for the fiscal year covered by the report.

### **Alternatives:**

None recommended.

Respectfully Submitted,

Spencer R. Nebel, City Manager



# **Annual Report** **City of Newport** **Newport Loop Bus Service** **March 30, 2016**

*[Signature]*  
 Linda B. Davis  
 Executive Director





## **Lincoln County Transportation Service District**

Cynda Bruce, Program Director

410 NE Harney Street

Newport, OR 97365-2898

Phone: (541) 265-4900

Fax: (541) 574-1296

cbruce@co.lincoln.or.us

**March 29, 2016**

**Spencer Nebel, Newport City Manager  
Mayor Sandra Roumagoux  
Newport City Council Members  
Newport Budget Committee Members  
169 SW Coast Highway  
Newport, OR 97365**

**Greetings Mr. Nebel, Mayor Roumagoux and City Council Members,**

**You will find a copy of Lincoln County Transportation Service District's annual report to the City of Newport as outlined in the Terms of our Intergovernmental Agreement with the City of Newport. The following are attached:**

- **Copy of the District's proposed budget, including breakdown by source of revenues;**
- **Copy of the most recent audit (FY 2014/15);**
- **Daily ridership, hours, miles, fuel and fare statistics for the Newport Loop service;**
- **Cost per rider;**
- **Marketing materials;**
- **Other miscellaneous information.**

**I am taking this opportunity to thank the City of Newport for appointing a representative to participate on the transit advisory committee. This committee meets on a quarterly basis with additional special meetings being called as needed. The Transit program is currently working on three separate and distinct planning projects. Having a representative from the City of Newport to provide input on the direction of our Transit District over the next 5-10 years will be mutually beneficial for the City and Transit District. Your representative is your liaison between the City of Newport and Lincoln County Transit. If there are issues or concerns that you would like to see addressed make sure your representative (Wendy Engler) is aware of them so they can be brought to an advisory committee meeting to be addressed.**

**Regards,**

*Cynda Bruce*

**Cynda Bruce, Program Director**



# PROPOSED BUDGET

## FISCAL YEAR 2016-2017

**BUDGET WORKSHEET**  
**Fund: 204 - TRANSIT DISTRICT FUND**

DEPT/ OBJECT #		2013-2014 Actual	2014-2015 Actual	2015-2016 Budget	2015-2016 YTD @ 12/31/2015	2015-2016 Projection	2016-2017 Proposed Budget
<b>Department: 115 - TRANSIT ADMINISTRATION</b>							
<b>REVENUE</b>							
204-115-31110	CURRENT YEAR PROPERTY TAX	586,096	620,570	585,000	582,623	600,000	620,000
204-115-31120	PRIOR YEAR PROPERTY TAX	21,754	22,755	20,000	13,729	20,000	20,000
204-115-31210	LAND SALE DISTRIBUTIONS	-	82	-	-	-	-
204-115-33107	5311 OPERATING FUNDS	444,416	497,746	527,611	179,526	527,611	527,611
204-115-33108	5310 CAPITAL GRANTS	20,161	380,695	205,398	-	47,614	410,198
204-115-33510	STATE FORESTRY SALES DISTR	2,636	9,498	-	3,692	3,692	-
204-115-33771	FEDERAL CAPITAL GRANT	-	56,430	-	-	-	-
204-115-33780	STATE STF TRANSFER	81,284	191,728	139,595	70,798	139,595	141,000
204-115-33782	STATE EMPLOYEE ASSESSMENTS	86,917	66,371	70,000	20,067	66,000	66,000
204-115-33785	US DEPT OF ENERGY	114,127	-	-	-	-	-
204-115-34940	TRANSIT FEES	135,547	145,969	150,000	70,492	141,000	145,000
204-115-34941	AGENCY PASSES	80,374	91,209	90,000	38,959	80,000	84,000
204-115-34942	NEWPORT SERVICES	90,000	90,000	90,000	90,000	90,000	90,000
204-115-34943	LINCOLN CITY SERVICES	28,000	29,000	29,000	33,000	33,000	33,000
204-115-34944	TRIBAL SERVICE FEES	320,922	260,672	260,000	65,168	260,672	260,672
204-115-34990	OTHER CHARGES FOR SERVICE	2,145	-	500	1,050	500	500
204-115-36175	INTEREST	10,442	12,174	10,000	7,127	10,000	10,000
204-115-36177	VEHICLE ADVERTISING	7,700	-	-	11,275	11,275	10,000
204-115-36650	REFUNDS & REIMBURSEMENTS	1,047	1,644	2,000	917	1,000	1,000
204-115-36990	MISCELLANEOUS	7,941	6,058	3,000	7,638	7,638	7,000
204-115-40000	BEGINNING BALANCE	2,056,861	2,160,042	2,233,061	2,414,791	2,414,791	2,367,123
	<b>TOTAL REVENUE</b>	<b>4,098,372</b>	<b>4,642,644</b>	<b>4,415,165</b>	<b>3,610,852</b>	<b>4,454,388</b>	<b>4,793,104</b>
<b>PERSONNEL SERVICES</b>							
204-115-90201	DIRECTOR	81,138	83,184	92,078	39,349	92,078	96,555
204-115-90229	OPERATIONS SUPERVISOR	113,154	116,052	121,033	54,299	120,000	126,850
204-115-90317	TRANSIT BUS DRIVER	409,951	402,131	525,417	197,591	525,417	547,744
204-115-90325	TRANSIT DISPATCHER	94,136	73,435	70,853	34,402	75,000	70,444
204-115-90420	ON CALL EMPLOYEE	116,664	109,887	90,000	34,567	70,000	90,000
204-115-90501	OVERTIME	19,596	15,910	40,000	8,174	20,000	40,000
204-115-90504	COMP TIME PAY OFF	-	-	3,000	-	-	3,000
204-115-90603	TELEPHONE STIPEND	1,680	1,680	2,520	1,120	2,520	2,520
204-115-90801	FICA	62,337	62,893	72,285	27,913	65,000	74,749
204-115-90802	401(K) RETIREMENT	79,852	79,902	94,039	37,188	82,000	97,582
204-115-90804	HEALTH INSURANCE	120,051	77,010	216,252	32,685	116,000	248,317
204-115-90805	DENTAL INSURANCE	21,725	16,094	30,921	6,538	25,000	33,545
204-115-90806	LIFE INSURANCE	980	971	1,440	457	1,400	1,440
204-115-90807	LTD INSURANCE	2,927	3,073	8,301	2,512	6,000	8,630
204-115-90808	WORKER'S COMPENSATION	49,061	49,554	59,786	19,003	50,000	52,025
204-115-90809	UNEMPLOYMENT	8,723	8,428	9,449	1,866	5,000	4,886
204-115-90810	PEHP	1,560	1,625	1,560	715	1,560	1,560
204-115-90812	HEALTH SAVINGS ACCOUNT	23,145	20,895	51,000	1,125	30,000	52,500
	<b>TOTAL PERSONNEL SERVICES</b>	<b>1,206,679</b>	<b>1,122,723</b>	<b>1,489,934</b>	<b>499,503</b>	<b>1,286,975</b>	<b>1,552,347</b>
<b>MATERIALS &amp; SERVICES</b>							
204-115-91101	TRAVEL EXPENSE	3,931	3,958	7,500	979	4,000	7,500
204-115-91102	FLEET SERVICES	333,210	374,129	426,000	196,650	400,000	390,000
204-115-91201	MEALS & LODGING	3,347	2,193	6,000	870	2,000	6,000
204-115-91401	TELEPHONE	3,660	3,462	5,000	1,260	3,600	5,000
204-115-91501	POSTAGE	226	230	500	91	500	500
204-115-91601	PRINTING & PUBLICATIONS	6,293	10,227	25,000	2,157	5,000	25,000
204-115-92101	EQUIPMENT REPAIR	-	-	4,000	1,010	1,010	4,000
204-115-92801	PROFESSIONAL SERVICES	475	75	5,000	74	1,000	5,000
204-115-92802	PROFESSIONAL CONFERENCE	-	-	3,000	-	1,000	3,000
204-115-92803	AUDIT EXPENSE	4,840	5,070	5,500	-	5,500	5,500
204-115-92807	DOCTORS/EXAMS	1,204	2,045	3,000	810	1,800	3,000
204-115-92901	MEMBERSHIP FEES & DUES	1,590	1,595	2,500	252	1,000	3,000
204-115-93301	MAINTENANCE AGREEMENTS	2,062	-	3,000	-	-	3,000
204-115-93901	CONTRACTUAL SERVICES	82,328	15,253	70,000	17,810	30,000	70,000
204-115-93947	TILLAMOOK CONNECTION	19,042	29,371	45,000	19,638	45,000	48,500
204-115-94101	OFFICE SUPPLIES	1,017	3,193	3,500	147	1,500	3,500



## BUDGET WORKSHEET

Fund: 204 - TRANSIT DISTRICT FUND

DEPT/ OBJECT #	2013-2014 Actual	2014-2015 Actual	2015-2016 Budget	2015-2016 YTD @ 12/31/2015	2015-2016 Projection	2016-2017 Proposed Budget
204-115-94102 FURNITURE & EQUIP < \$10,000	3,250	3,759	10,000	8,699	10,000	10,000
204-115-95102 MEDICAL SUPPLIES	-	-	500	-	-	500
204-115-95202 CONTINUING EDUCATION	620	90	2,500	-	-	2,500
204-115-95901 OTHER SUPPLIES	2,511	2,923	16,000	1,394	5,000	16,000
204-115-96301 PROPERTY/LIABILITY INSURANCE	1,112	7,934	5,000	51	5,000	5,000
204-115-96302 VEHICLE INSURANCE	18,714	25,361	28,000	32,980	32,980	37,107
204-115-96601 RENTALS OF SPACE	2,400	2,400	2,400	1,200	2,400	2,400
204-115-96901 INDIRECT COST ALLOCATION	129,960	137,652	150,000	60,177	140,000	150,000
204-115-96902 ROAD BILLABLE COSTS	2,202	-	5,000	-	-	5,000
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>623,996</b>	<b>630,918</b>	<b>833,900</b>	<b>346,248</b>	<b>698,290</b>	<b>811,007</b>
<b>CAPITAL EXPENDITURES</b>						
204-115-98201 EQUIPMENT	-	34,670	90,000	-	72,000	-
204-115-98301 MOTOR VEHICLES	108,139	439,542	573,000	-	-	777,600
204-115-98302 BUS STOP SIGNAGE & EQUIPMENT	-	-	30,400	-	30,000	120,000
<b>TOTAL CAPITAL EXPENDITURES</b>	<b>108,139</b>	<b>474,212</b>	<b>693,400</b>	<b>-</b>	<b>102,000</b>	<b>897,600</b>
<b>TOTAL DEPARTMENT 115</b>	<b>1,938,814</b>	<b>2,227,853</b>	<b>3,017,234</b>	<b>845,751</b>	<b>2,087,265</b>	<b>3,260,954</b>
<b>Department: 116 - SPECIAL TRANSPORTATION GRANT</b>						
<b>REVENUE</b>						
204-116-33766 STATE GRANT	6,196	6,434	2,000	-	2,000	2,000
<b>TOTAL REVENUE</b>	<b>6,196</b>	<b>6,434</b>	<b>2,000</b>	<b>-</b>	<b>2,000</b>	<b>2,000</b>
<b>MATERIALS &amp; SERVICES</b>						
204-116-93810 SENIOR SERVICES	1,258	1,258	-	-	-	-
204-116-93814 SENIOR COMPANION PROGRAM	3,176	3,176	-	-	-	-
204-116-94101 OFFICE SUPPLIES	1,278	2,000	2,000	62	2,000	2,000
<b>TOTAL MATERIALS &amp; SERVICES</b>	<b>5,712</b>	<b>6,434</b>	<b>2,000</b>	<b>62</b>	<b>2,000</b>	<b>2,000</b>
<b>TOTAL DEPARTMENT 116</b>	<b>5,712</b>	<b>6,434</b>	<b>2,000</b>	<b>62</b>	<b>2,000</b>	<b>2,000</b>
<b>ENDING BALANCE</b>						
204-115-99501 CONTINGENCY	-	-	337,691	-	-	337,691
204-115-99601 RESERVE FOR FUTURE EXPENSES	-	-	647,142	-	-	781,361
204-115-99603 COMPENSATED ABSENCES	-	-	413,098	-	-	413,098
<b>TOTAL ENDING BALANCE</b>	<b>-</b>	<b>-</b>	<b>1,397,931</b>	<b>-</b>	<b>-</b>	<b>1,532,150</b>
<i>Revenue Over (Under) Expenditures</i>	<i>2,160,042</i>	<i>2,414,791</i>	<i>-</i>	<i>2,765,039</i>	<i>2,367,123</i>	<i>-</i>

# RIDERSHIP STATISTICS

## NEWPORT CITY LOOP

Date	Riders	Hours	Miles	Gallons	Fares
3/1/2015	66	10	137	14.5	\$34.08
3/2/2015	68	10	139	14	\$46.00
3/3/2015	85	10	140	9	\$58.70
3/4/2015	67	10	141	16	\$31.01
3/5/2015	68	10	138	14.4	\$37.09
3/6/2015	79	10	137	17.25	\$34.00
3/7/2015	67	10	137	15	\$37.91
3/8/2015	62	10	138	0	\$30.00
3/9/2015	64	10	139	12	\$41.00
3/10/2015	69	10	136	14	\$37.00
3/11/2015	80	10	139	14	\$52.55
3/12/2015	63	10	140	0	\$33.06
3/13/2015	71	10	137	14.25	\$33.00
3/14/2015	75	10	137	15	\$22.05
3/15/2015	78	10	134	13.5	\$23.00
3/16/2015	72	10	139	14	\$43.05
3/17/2015	67	10	139	14	\$41.10
3/18/2015	50	10	139	13	\$31.00
3/19/2015	85	10	139	15	\$50.98
3/20/2015	72	10	136		\$38.00
3/21/2015	56	10	135	14	\$27.00
3/22/2015	54	10	138	14.5	\$32.00
3/23/2015	61	10	137	13.5	\$30.00
3/24/2015	61	10	139	13.6	\$33.00
3/25/2015	77	10	139	14.75	\$30.00
3/26/2015	81	10	138	14.5	\$33.75
3/27/2015	68	10	137	13.9	\$27.80
3/28/2015	53	10	133.9	14	\$29.00
3/29/2015	58	10	136	13	\$21.00
3/30/2015	59	10	139	13	\$39.85
3/31/2015	74	10	141	29.5	\$40.00
<b>Totals</b>	<b>2110</b>	<b>310</b>	<b>4273.9</b>	<b>407.15</b>	<b>\$1,097.98</b>



Date	Riders	Hours	Miles	Gallons	Fares
4/1/2015	82	10	139	14	\$52.00
4/2/2015	63	10	141		\$32.00
4/3/2015	80	10	136	15.4	\$43.95
4/4/2015	57	10	135	14	\$33.00
4/5/2015	71	10	135	14	\$24.00
4/6/2015	89	10	139	15.9	\$43.61
4/7/2015	80	10	140	14	\$42.00
4/8/2015	95	10	140	14.6	\$61.00
4/9/2015	75	10	140	14	\$34.95
4/10/2015	91	10	136	15.5	\$39.00
4/11/2015	72	10	142	13.75	\$18.00
4/12/2015	61	10	138	14	\$23.94
4/13/2015	75	10	137	15.8	\$35.00
4/14/2015	69	10	140	13	\$33.90
4/15/2015	70	10	140	13	\$35.96
4/16/2015	71	10	140	15	\$32.00
4/17/2015	91	10	139	15.25	\$45.98
4/18/2015	63	10	137	14	\$24.00
4/19/2015	69	10	138	13.25	\$18.12
4/20/2015	80	10	137	14	\$38.10
4/21/2015	83	10	141	23.8	\$33.00
4/22/2015	70	10	141	29	\$41.00
4/23/2015	70	10	138	16.7	\$33.00
4/24/2015	87	10	138	15.5	\$44.90
4/25/2015	68	10	137	14.5	\$15.00
4/26/2015	72	10	139		\$23.00
4/27/2015	67	10	138	13.6	\$33.00
4/28/2015	61	10	140	15	\$29.00
4/29/2015	64	10	139	14	\$33.22
4/30/2015	83	10	139	14.9	\$44.22
<b>Totals</b>	<b>2229</b>	<b>300</b>	<b>4159</b>	<b>429.45</b>	<b>1039.85</b>

Date	Riders	Hours	Miles	Gallons	Fares
5/1/2015	78	10	138	14.25	\$38.00
5/2/2015	90	10	139	14	\$29.90
5/3/2015	74	10	137	15	\$44.81
5/4/2015	69	10	138	13	\$37.05
5/5/2015	79	10	138	16.5	\$45.01
5/6/2015	68	10	136	15.5	\$43.05
5/7/2015	81	10	54	14	\$21.00
5/8/2015	77	10	141	14	\$21.00
5/9/2015	64	10	139	13.7	\$40.70
5/10/2015	66	10	136	13.4	\$22.91
5/11/2015	69	10	139	13.7	\$47.56
5/12/2015	65	10	138	13.8	\$39.00
5/13/2015	80	10	135	15.5	\$35.88
5/14/2015	83	10	138	16.23	\$22.95
5/15/2015	70	10	138	14	\$31.65
5/16/2015	65	10	138	13.1	\$19.69
5/17/2015	67	10	140	14.4	\$30.98
5/18/2015	85	10	138	14.8	\$37.05
5/19/2015	65	10	140	17.25	\$47.47
5/20/2015	77	10	135	14	\$56.65
5/21/2015	69	10	136	15.5	\$31.95
5/22/2015	75	10	138	13.5	\$31.70
5/23/2015	81	10	137	14.5	\$47.68
5/24/2015	73	10	138	13.5	\$40.07
5/25/2015	68	10	138	15.6	\$32.00
5/26/2015	71	10	140	12.6	\$31.00
5/27/2015	66	10	139	15.5	\$32.00
5/28/2015	72	10	138	14	\$28.71
5/29/2015	87	10	136	14.5	\$25.00
5/30/2015	78	10	138	13.4	\$30.75
5/31/2015	87	10	139	13.8	\$22.95
<b>Totals</b>	<b>2299</b>	<b>310</b>	<b>4192</b>	<b>446.53</b>	<b>1066.12</b>



Date	Riders	Hours	Miles	Gallons	Fares
6/1/2015	81	10	138	13.9	\$21.95
6/2/2015	71	10	138	13.7	\$34.00
6/3/2015	83	10	137	16	\$35.65
6/4/2015	66	10	136	14	\$34.35
6/5/2015	74	10	139	14.55	\$21.00
6/6/2015	72	10	137	13.3	\$32.25
6/7/2015	56	10	138	14	\$28.00
6/8/2015	78	10	137	14	\$17.02
6/9/2015	86	10	138	15	\$25.01
6/10/2015	75	10	137	16.75	\$40.00
6/11/2015	79	10	138	16	\$34.00
6/12/2015	87	10	140	15	\$24.80
6/13/2015	63	10	138	14	\$35.10
6/14/2015	66	10	139	14	\$32.00
6/15/2015	85	10	139	37.7	\$29.00
6/16/2015	79	10	140	16	\$47.00
6/17/2015	72	10	137	16.02	\$30.05
6/18/2015	96	10	138	14.75	\$23.00
6/19/2015	95	10	137	15.6	\$40.34
6/20/2015	66	10	140	15	\$35.00
6/21/2015	56	10	139	14.4	\$40.08
6/22/2015	80	10	137	14.4	\$51.15
6/23/2015	62	10	138	16	\$43.20
6/24/2015	84	10	137	15.5	\$27.95
6/25/2015	80	10	142	14.75	\$32.31
6/26/2015	82	10	141	18.95	\$51.00
6/27/2015	71	10	139	14.5	\$43.00
6/28/2015	67	10	139	14.6	\$46.75
6/29/2015	64	10	139	13.8	\$36.51
6/30/2015	66	10	136	36	\$35.93
<b>Totals</b>	<b>2242</b>	<b>300</b>	<b>4148</b>	<b>492.17</b>	<b>1027.4</b>



Date	Riders	Hours	Miles	Gallons	Fares
7/1/2015	87	10	136	14.14	\$35.80
7/2/2015	90	10	138	14	\$24.00
7/3/2015	123	10	140	13.5	\$36.66
7/4/2015	79	10	138	17	\$34.95
7/5/2015	65	10	140	18	\$22.00
7/6/2015	95	10	139	15.25	\$42.21
7/7/2015	80	10	138	16	\$31.00
7/8/2015	64	10	136	14.5	\$26.00
7/9/2015	77	10	134	14	\$47.00
7/10/2015	71	10	136	14	\$46.00
7/11/2015	82	10	139	14.5	\$27.79
7/12/2015	64	10	139	14.6	\$52.00
7/13/2015	72	10	138	18	\$41.66
7/14/2015	61	10	138	13	\$20.00
7/15/2015	74	10	136	14.5	\$32.00
7/16/2015	85	10	139	14.2	\$49.00
7/17/2015	82	10	135	14	\$53.71
7/18/2015	79	10	138	14.2	\$42.92
7/19/2015	57	10	137	15.5	\$48.10
7/20/2015	93	10	140	15.5	\$55.91
7/21/2015	99	10	138	15.5	\$39.02
7/22/2015	66	10	136	13.5	\$17.86
7/23/2015	71	10	135	15.5	\$43.00
7/24/2015	85	10	135	15.9	\$49.95
7/25/2015	73	10	138	14.2	\$33.92
7/26/2015	53	10	138	13.7	\$33.95
7/27/2015	99	10	138	15.6	\$24.65
7/28/2015	70	10	139	5	\$40.43
7/29/2015	70	10	137	14.02	\$43.95
7/30/2015	88	10	134	14.6	\$32.05
7/31/2015	66	10	135	15.3	\$43.00
<b>Totals</b>	<b>2420</b>	<b>310</b>	<b>4257</b>	<b>451.21</b>	<b>\$1,170.49</b>

Date	Riders	Hours	Miles	Gallons	Fares
8/1/2015	67	10	140	21.9	\$31.00
8/2/2015	63	10	140	26.5	\$49.11
8/3/2015	65	10	139	16.25	\$38.94
8/4/2015	81	10	138	16.5	\$45.33
8/5/2015	75	10	134	15.3	\$46.92
8/6/2015	69	10	134	17	\$62.90
8/7/2015	78	10	136	16.8	\$34.77
8/8/2015	81	10	138	15.2	\$33.43
8/9/2015	69	10	138	15	\$34.00
8/10/2015	92	10	140	15.25	\$33.61
8/11/2015	82	10	137	14.75	\$24.05
8/12/2015	87	10	140	14	\$35.00
8/13/2015	65	10	137	18.4	\$38.00
8/14/2015	65	10	137	14.2	\$38.80
8/15/2015	68	10	81	14.6	\$40.00
8/16/2015	70	10	141	13.7	\$57.00
8/17/2015	81	10	138	15	\$30.00
8/18/2015	68	10	136	14.5	\$33.91
8/19/2015	79	10	136	15.2	\$53.00
8/20/2015	84	10	135	15.2	\$45.05
8/21/2015	77	10	136	20.5	\$40.02
8/22/2015	75	10	137	14.4	\$40.00
8/23/2015	72	10	138	15.75	\$34.59
8/24/2015	83	10	138	15.5	\$41.98
8/25/2015	85	10	138	14.25	\$27.80
8/26/2015	65	10	137	14.9	\$28.15
8/27/2015	82	10	135	14.6	\$33.05
8/28/2015	86	10	136	18.6	\$38.02
8/29/2015	76	10	138	14.3	\$34.00
8/30/2015	71	10	138	15.5	\$25.80
8/31/2015	87	10	138	13.75	\$24.84
<b>Totals</b>	<b>2348</b>	<b>310</b>	<b>4204</b>	<b>497.3</b>	<b>\$1,173.07</b>



Date	Riders	Hours	Miles	Gallons	Fares
9/1/2015	57	10	141	14.5	\$29.02
9/2/2015	75	10	136	14.9	\$35.32
9/3/2015	76	10	134	14.1	\$28.75
9/4/2015	56	10	138	14.4	\$28.00
9/5/2015	74	10	135	14.5	\$36.10
9/6/2015	71	10	139	15.1	\$40.93
9/7/2015	61	10	140	14.75	\$28.60
9/8/2015	63	10	139	14.76	\$26.92
9/9/2015	62	10	135	14.1	\$39.70
9/10/2015	58	10	132	15.4	\$28.00
9/11/2015	70	10	134	14.7	\$20.70
9/12/2015	89	10	137	13	\$19.90
9/13/2015	76	10	139	17.5	\$29.05
9/14/2015	64	10	139	12.25	\$23.04
9/15/2015	89	10	139	15.6	\$36.11
9/16/2015	77	10	135	15.8	\$32.75
9/17/2015	68	10	136	15.2	\$34.75
9/18/2015	72	10	137	15.4	\$29.80
9/19/2015	79	10	138	15.25	\$42.85
9/20/2015	72	10	147	15.22	\$17.00
9/21/2015	85	10	136	13	\$26.02
9/22/2015	73	10	137	12.9	\$46.82
9/23/2015	76	10	134	12	\$29.00
9/24/2015	79	10	135	15.1	\$32.00
9/25/2015	70	10	133	16	\$32.16
9/26/2015	73	10	139	21	\$19.10
9/27/2015	69	10	139	15.25	\$26.00
9/28/2015	78	10	139	15.25	\$36.90
9/29/2015	74	10	139	16	\$30.00
9/30/2015	79	10	135	16.9	\$30.00
<b>Totals</b>	<b>2165</b>	<b>300</b>	<b>4116</b>	<b>449.83</b>	<b>\$915.29</b>

Date	Riders	Hours	Miles	Gallons	Fares
10/1/2015	81	10	141	16.5	\$34.00
10/2/2015	95	10	137	15.6	\$27.50
10/3/2015	63	10	140	15.8	\$30.18
10/4/2015	58	10	139	15	\$24.00
10/5/2015	89	10	140	15.51	\$21.00
10/6/2015	86	10	140	16.5	\$38.72
10/7/2015	72	10	136	15.6	\$30.95
10/8/2015	76	10	138	14.6	\$28.00
10/9/2015	74	10	136	16.75	\$39.00
10/10/2015	69	10	139	15.5	\$27.41
10/11/2015	42	10	139	15.76	\$22.75
10/12/2015	69	10	137	16.3	\$22.50
10/13/2015	69	10	140	16.6	\$39.00
10/14/2015	84	10	135	19.1	\$37.00
10/15/2015	76	10	138	33.99	\$25.66
10/16/2015	70	10	137	18.25	\$26.86
10/17/2015	66	10	138	12	\$42.32
10/18/2015	51	10	139	14.6	\$24.05
10/19/2015	67	10	139	16	\$21.08
10/20/2015	69	10	141	16.1	\$28.85
10/21/2015	68	10	138	13.5	\$28.00
10/22/2015	68	10	136	14.4	\$20.00
10/23/2015	68	10	136	14.26	\$27.40
10/24/2015	51	10	141	16.51	\$30.80
10/25/2015	35	10	140	13.5	\$28.06
10/26/2015	84	10	138	17	\$16.05
10/27/2015	74	10	140	12.86	\$36.98
10/28/2015	57	10	138	18.3	\$17.00
10/29/2015	59	10	138	16.4	\$24.72
10/30/2015	60	10	137	15	\$28.10
10/31/2015	72	10	140	13.36	\$25.00
<b>Totals</b>	<b>2122</b>	<b>310</b>	<b>4291</b>	<b>501.15</b>	<b>\$872.94</b>



Date	Riders	Hours	Miles	Gallons	Fares
11/1/2015	39	10	140	17.01	\$25.00
11/2/2015	74	10	141	17.1	\$31.00
11/3/2015	85	10	138	16.8	\$38.10
11/4/2015	78	10	136	17.4	\$44.52
11/5/2015	67	10	136	15.05	\$26.00
11/6/2015	81	10	140	17.75	\$30.00
11/7/2015	47	10	138	14.5	\$27.00
11/8/2015	55	10	140	16.8	\$33.90
11/9/2015	89	10	141	13.6	\$45.97
11/11/2015	47	10	136	16.7	\$31.00
11/10/2015	73	10	142	15	\$39.00
11/12/2015	67	10	135	17	\$29.10
11/14/2015	45	10	137	18	\$27.00
11/15/2015	45	10	138	15.76	\$18.00
11/13/2015	69	10	139	16.2	\$33.01
11/16/2015	64	10	139	15.75	\$26.00
11/17/2015	57	10	137	17.25	\$20.10
11/18/2015	70	10	139	16.5	\$25.80
11/19/2015	54	10	134	16.6	\$25.08
11/20/2015	89	10	137	16.4	\$28.95
11/21/2015	59	10	137	17.6	\$23.00
11/22/2015	70	10	139	16.7	\$24.90
11/23/2015	83	10	138	16.1	\$15.00
11/24/2015	64	10	135	17.7	\$18.00
11/25/2015	58	10	136	17.9	\$29.16
11/27/2015	82	10	137	18.02	\$20.95
11/28/2015	59	10	138	24.13	\$33.80
11/29/2015	51	10	141	16	\$28.00
11/30/2015	61	10	137	16.75	\$29.60
<b>Totals</b>	<b>1882</b>	<b>300</b>	<b>4001</b>	<b>488.07</b>	<b>\$826.94</b>

Date	Riders	Hours	Miles	Gallons	Fares
12/1/2015	86	10	139	34	\$24.90
12/2/2015	63	10	136	13.4	\$29.93
12/3/2015	53	10	139	14.9	\$21.00
12/5/2015	60	10	136	13.77	\$25.05
12/4/2015	90	10	139	8.51	\$25.00
12/6/2015	52	10	140	14.01	\$22.95
12/7/2015	53	10	126	13.7	\$37.51
12/8/2015	74	10	140	13.7	\$26.15
12/9/2015	75	14	136	15	\$2.00
12/10/2015	50	10	138	14.6	\$28.85
12/13/2015	51	10	136	14	\$32.80
12/11/2015	71	10	138	14.01	\$27.00
12/12/2015	57	10	139	14	\$23.00
12/15/2015	77	10	138	13.54	\$39.05
12/15/2015	49	10	140	14.24	\$27.01
12/16/2015	53	10	138	20	\$39.00
12/17/2015	63	10	137	10.58	\$32.00
12/19/2015	62	10	137	14.51	\$27.00
12/18/2015	57	10	140	14.7	\$36.00
12/20/2015	51	10	140	16.01	\$29.95
12/21/2015	72	10	140	15.1	\$28.05
12/22/2015	77	10	138	12	\$66.87
12/23/2015	77	10	137	18.5	\$22.00
12/27/2015	56	10	138	21.26	\$37.61
12/26/2015	72	10	137	31.4	\$34.00
12/24/2015	77	10	140	14.5	\$24.00
12/28/2015	64	10	140	16	\$35.75
12/29/2015	72	10	138	15.5	\$25.75
12/30/2015	69	10	139	14.8	\$42.00
12/31/2015	82	10	137	14	\$18.00
<b>Totals</b>	<b>1965</b>	<b>310</b>	<b>4136</b>	<b>474.24</b>	<b>\$890.18</b>



Date	Riders	Hours	Miles	Gallons	Fares
1/1/2016	56	10	138	14.01	\$32.00
1/2/2016	67	10	140	12.28	\$26.00
1/3/2016	41	10	138	14	\$22.00
1/4/2016	77	10	137	17.1	\$37.94
1/10/2016	41	10	137	15.5	\$33.00
1/8/2016	56	10	138	14.5	\$18.00
1/9/2016	70	10	140	14.12	\$39.85
1/6/2016	57	10	138	18.92	\$24.72
1/7/2016	63	10	140	12	\$15.00
1/11/2016	67	10	139	16.3	\$48.00
1/5/2016	70	10	140	15.5	\$34.05
1/12/2016	47	10	140	15.85	\$24.00
1/13/2016	68	10	138	13.32	\$34.91
1/14/2016	83	10	138	20.12	\$56.90
1/17/2016	43	10	138	14.37	\$31.00
1/18/2016	64	10	137	8.03	\$33.00
1/16/2016	55	10	145	13.5	\$25.85
1/15/2016	73	10	138	15.3	\$28.04
1/19/2016	52	10	137	13.55	\$16.86
1/20/2016	76	10	135	14.94	\$40.22
1/21/2016	80	10	137	14	\$26.00
1/23/2016	44	10	136	15.56	\$28.90
1/22/2016	79	10	138	16	\$33.10
1/24/2016	40	10	139	16.4	\$20.25
1/25/2016	84	10	137	12.98	\$25.50
1/26/2016	61	10	139	13.7	\$26.50
1/28/2016	71	10	137	15	\$30.85
1/28/2016	65	10	136	14	\$32.80
1/30/2016	62	10	136	14	\$27.00
1/29/2016	73	10	132	14	\$23.00
1/31/2016	68	10	134	14	\$39.00
<b>Totals</b>	<b>1953</b>	<b>310</b>	<b>4272</b>	<b>452.85</b>	<b>\$934.24</b>

Date	Riders	Hours	Miles	Gallons	Fares
2/1/2016	83	10	139	14	\$27.00
2/2/2016	66	10	140	14	\$39.00
2/3/2016	74	10	138	20	\$32.00
2/4/2016	57	10	136	11	\$29.00
2/7/2016	45	10	139	0	\$27.00
2/6/2016	61	10	136	15	\$36.00
2/8/2016	74	10	137	15	\$30.00
2/5/2016	78	10	144	16	\$30.00
2/9/2016	68	10	138	15	\$28.00
2/10/2016	65	10	144	12	\$66.87
2/11/2016	61	10	139	19	\$22.00
2/15/2016	66	10	139	15	\$37.00
2/14/2016	41	10	139	15	\$23.00
2/13/2016	60	10	141	15	\$36.00
2/12/2016	75	10	139	22	\$38.00
2/16/2016	84	10	139	31	\$34.00
2/17/2016	47	10	136	15	\$24.00
2/18/2016	69	10	137	16	\$36.00
2/19/2016	63	10	139	16	\$26.00
2/22/2016	64	10	137	15	\$42.00
2/21/2016	35	10	139	14	\$18.00
2/20/2016	66	10	138	14	\$32.00
2/23/2016	49	10	138	12	\$26.00
2/24/2016	71	10	138	14	\$22.00
2/25/2016	64	10	141	17	\$38.00
2/26/2016	63	10	139	15	\$33.00
2/27/2016	49	10	134	10	\$23.00
2/28/2016	40	10	141	15	\$25.00
2/29/2016	65	10	139	14	40
<b>Totals</b>	<b>1803</b>	<b>290</b>	<b>4023</b>	<b>436</b>	<b>\$919.87</b>



# COST PER RIDE

## NEWPORT CITY LOOP

## **COST PER RIDER**

### **NEWPORT CITY LOOP**

**Cost to operate Newport City Loop = \$298,480**

**10 hours per day, 7 days a week**

**Newport City Loop Fares = \$ 11,935**

**NET COST = \$286,545**

**Number of Riders – 25,538**

#### **Unsubsidized Cost Per Rider:**

**\$286,545 divided by 25,538 = \$11.22**

#### **City of Newport Subsidized Cost Per Rider:**

**\$90,000 divided by 25,538 = \$3.52**

#### **Lincoln County Transit Subsidized Cost Per Rider:**

**\$196,545 divided by 25,538 = \$7.69**

## Marketing Strategy for FY 2012/13

# MARKETING MATERIALS

## Marketing Strategy for FY 2015/16

As you read through the marketing plan for Lincoln County Transit you will note that the emphasis has been placed on getting people from the Valley over to our beautiful Coastal areas to visit. This is being addressed by focusing our radio and print advertising in the Valley and directing their residents to our coastal communities. We have also been advertising in the Oregon State University (OSU) Daily Barometer. This is a planner used by over 8,000 students on a regular basis. Great exposure for school breaks including spring vacation and summer break! We continue to offer our 3 day (\$25) and 7 day (\$30) passes for one trip to and from the Valley with unlimited bus rides up and down the coastline from Yachats to Astoria.

# LINCOLN COUNTY – BENTON COUNTY

## *Coast-to-Valley Express*

### 2015-16 MARKETING PLAN

The 2015-16 marketing plan for the Coast-to-Valley service will consist of implementing the following major components (not necessarily listed in priority order):

1. Custom CTV Posters in Linn/Benton/Lincoln County buses and selected locations:
  - a. Linn County to Newport
  - b. Adair Village to Newport
  - c. OSU to Newport
  - d. Newport to Corvallis
2. Radio Spots – 15 second Coast-to-Valley plugs:
  - a. Develop customized radio spot thru Maverick Media
  - b. Free public service radio announcements using Benton/Lincoln Co. PIO's
  - c. Paid targeted radio spots as affordable thru Maverick Media:
    - i. KLOO FM - Classic Rock target audience is 18-49 skews male
    - ii. KLOO AM - News/Talk target audience is 35-64
    - iii. KRKT FM - Contemporary Country target audience skews female 25-54
3. OSU AroundCampus Media Advertisements:
  - a. Quarter-page full color ad on back page of Faculty/Staff Directory
  - b. Full-page full color ad inside Faculty/Staff Directory
  - c. Full-page full color ad inside Student Planner/Day-minder
  - d. Multiple-search-criteria listing on AroundCampus website  
[http://www.aroundcampus.com/listing/1290278?cid=337077&bln=2&aid=3462&b\\_name=Coast+to+Valley+Connector](http://www.aroundcampus.com/listing/1290278?cid=337077&bln=2&aid=3462&b_name=Coast+to+Valley+Connector)
  - e. Multiple-search-criteria listing on AroundCampus smartphone app with direct tap-to-dial connection
4. Coast-to-Valley links and maps on the new, updated Northwest Connector website:  
<http://www.nwconnector.net/>
5. OSU-Targeted Marketing:
  - a. Posters and brochures at OSU Memorial Student Union and other campus locations.
  - b. Tabling at University-sponsored events
  - c. Bundled brochures for distribution at OSU student dormitories using OSU Hospitality Services
  - d. Presentations at OSU Marine Sciences classes and/or events



4110 S.E. Hawthorne Blvd., Number 268 Portland, OR 97214  
 Phone: 503-233-9096 Email: bugme@maverickmediabuy.com

NW CONNECTOR  
**BENTON COUNTY -CORVALLIS**  
 Spring Break Campaign 2016  
 3/4/16 2:51 PM

## OVERVIEW

Engage audiences on radio and in print to consider using the Connector to get to the coast for Spring Break. All media is targeted with the message and demos ranging from 18-54. Using a mix of :15's and :30's for radio. There is also a web component that accompanies the newspaper.

## RADIO

## OPTIONS

### KRKT FM - COUNTRY

Demo is A 18-54

14x per week 3/11-15

\$379.00

14x per week 3/16-22

\$486.00

### KEJO AM - OSU SPORTS/BEAVERS

Demo is A 18-34

14x per week 3/11-15

\$146.00

14 x per week 3/16-22

\$146.00

### KTTH FM - COMEDY 990

Demo is A 18-49

13x per week 3/11-15

\$118.00

\$0.00

16x per week 3/16-22

\$140.00

\$0.00

TOTAL REDUCED SCHEDULE:

\$1,157.00

## PRINT

### Albany Democrat-Herald

2c x 6" (3.339" x 6") Full Color

\$324.00

\$0.00

Run Date: 3/12, 15, 19

Space Deadline: 3/1

Ad Deadline: 3/9

Web component

\$100.00

\$0.00

10 K online banner & 10K Mobile impressions



## The Commuter

4" x 6" Full Color

Run Date: 3/4, 3/11

Space Deadline: 2/20

Ad Deadline: 2/25

\$300.00

**Corvallis Gazette-Times**

2c x 6" (3.339" x 6") Full Color

Run Date: 3/12, 15, 19

Space Deadline: 3/1

Ad Deadline: 3/9

\$324.00

\$0.00

Web component

10 K online banner & 10K Mobile impressions

\$100.00

\$0.00

## Daily Barometer

2c x 6" (3.458" x 6") Full Color

Run Date: 3/9

Space Deadline: 3/2

Ad Deadline: 3/6

\$453.00

\$0.00

## PRODUCTION

## RADIO

1x :30 Spring Break reuse and 1x:15 reuse

\$275.00

### AGENCY COORDINATION

**TOTAL PLAN**

**\$1,732.00**



The  
**AROUNDCAMPUS**  
Group

# ADVERTISING PROOF

CONTACT US - MAIL: 88 WilCom Center Drive, Ste 160 • Chapel Hill, NC 27514

FAX: 800.743.0009 • PHONE : 800.743.5556 • EMAIL: artwork@aroundcampus.com

## CUSTOMER INFORMATION

ACCOUNT# : 213501 Coast to Valley  
Express CONTRACT#: 350558

PROOF DATE: March 18, 2016

MAILING ADDRESS: Lee Lazaro  
Coast to Valley Express  
PO Box 1083  
Corvallis OR 97339

EMAIL: lee.lazaro@corvallisoregon.gov

PHONE: 541-754-1748

FAX:

PUB CODE/EDITION YEAR:

OREGONST/2016/P

DISTRIBUTED AT:

Oregon State University

## WHAT'S NEXT? →

### 1 REVIEW PROOF

Review ALL pages of this proof.  
Verify all business info is correct.

### 2 MAKE CHANGES

If any ad corrections are needed,  
please mark them on the proof.

### 3 SIGN & RETURN

Check one box, sign and  
return proof by fax, mail or email.

IT'S EASY AS 1-2-3...

Please check one



LOVE IT

(Artwork approved.)



NOT IN LOVE...JUST YET.

(Approved with changes made.)



NEEDS SOME WORK.

(Please send updated proof.)

RETURN PROOF BY: April 1, 2016

Please sign and print your name:

X

signature

print name

Lee K. Lazaro

date



3/22/16

I understand that this advertisement can not be cancelled. The AroundCampus Group will not be held responsible for any error in information which was authorized by your signature. Failure to return will not result in cancellation and will print as shown.

## ORDER SUMMARY

Category	Sub-Category	Item
Consumer Guide	Bus Lines	Regular Listing
Around Campus	Travel	Line Listing - Web
Planner Cover	Special Placement	Inside Back Cover Quarter Pg Vertical Planner Pos 4
Consumer Guide	Bus Service	Anchor Regular Listing
Consumer Guide	Bus Service	Full Pg




Coast to Valley Express		ACCOUNT#: 213501 Coast to Valley Express			CONTRACT#: 350558
Category	Sub-Category	Item	Due Date	Status	
Consumer Guide	Bus Lines	Regular Listing	4/1/2016	Approved	
<b>PLEASE REVIEW BUSINESS LISTING</b> AND NOTE ANY CHANGES		 Coast to Valley Express www.coasttovalley.com.....541-752-2615			
Around Campus	Travel	Line Listing - Web	4/1/2016	Approved	
<b>PLEASE REVIEW BUSINESS LISTING</b> AND NOTE ANY CHANGES		 Coast to Valley Express 541-752-2615 http://www.coasttovalley.com			

Coast to Valley Express		ACCOUNT#: 213501 Coast to Valley CONTRACT#: 350558 Express		
Category	Sub-Category	Item	Due Date	Status
Planner Cover	Special Placement	Inside Back Cover Quarter Pg Vertical Planner Pos 4	4/1/2016	Ready to Proof



Artwork# 12421815

Coast to Valley Express		ACCOUNT#: 210501 Coast to Valley Express CONTRACT#: 350558		
Category	Sub-Category	Item	Due Date	Status
Consumer Guide	Bus Service	Anchor Regular Listing	4/1/2016	Approved
PLEASE REVIEW BUSINESS LISTING AND NOTE ANY CHANGES		 Coast to Valley Express <a href="http://www.coasttovalley.com">www.coasttovalley.com</a> .....541-752-2615		
Consumer Guide	Bus Service	Full Pg	4/1/2016	Ready to Proof

## Want to go to the beach?

You can ride the  Shuttle right

from the OSU campus  to the

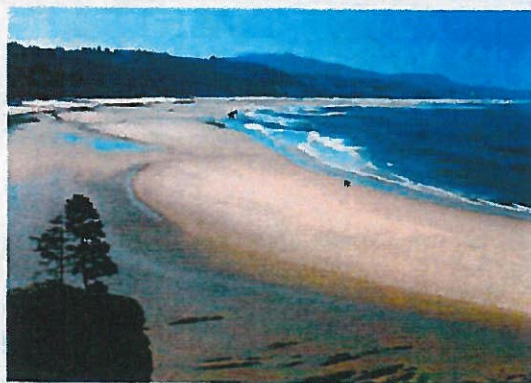


Hilton Garden Inn then...

hop aboard the  bus



to the beach in Newport....and beyond!



Beverly Beach, Newport, Oregon

From the Willamette Valley to the beautiful Oregon coast and everywhere in between, we have it covered!

Call (541)752-2615 or log on to

[www.coasttovalley.com](http://www.coasttovalley.com) or [www.nwconnector.net](http://www.nwconnector.net)

Artwork# 12421816



# Want to go to the beach?

Just a quick ride or walk from OSU



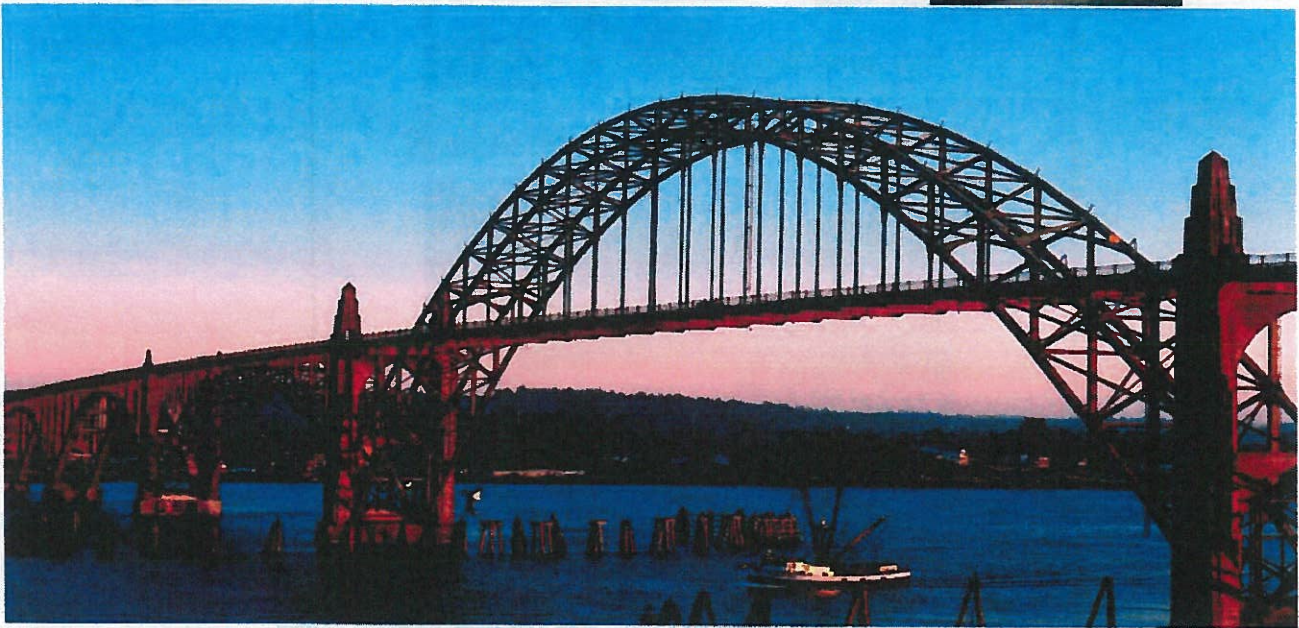
campus to the Hilton Garden Inn



then hop aboard the **COAST TO VALLEY EXPRESS** bus to the



beach in Newport....and beyond!



Newport, Oregon

**From the Willamette Valley to the beautiful Oregon coast  
and everywhere in between, we have it covered!**

Call 541-752-2615 or log on to

[www.coasttovalley.com](http://www.coasttovalley.com) or [www.nwconnector.net](http://www.nwconnector.net)



**Your Ticket TO THE Oregon Coast!**

from Portland, Salem and Corvallis... with free transfers north and south.  
Oh yeah... we've got bike racks! [www.nwconnector.net](http://www.nwconnector.net)

**OXO CONNECTOR**  
get on it!

**7-Day Pass... ONLY \$30**



[www.nwconnector.net](http://www.nwconnector.net)



# BOOMER & SENIOR

## Advertising Agreement

4120 River Road N. Keizer, OR 97303 | Keizer Office: 503-304-1323

I We, Coast to Valley Express, (hereinafter referred to as the client) do hereby agree with Northwest Boomer & Senior News (hereinafter referred to as the Publication) to run advertising for a period of 4 consecutive months, beginning with the April 2016 issue thru Sept. 2016 issue.

The Client will run a minimum of: (check all that apply)

☒ A Display Ad, 10 column inches (2 columns wide 5 inches high) of advertising space in the Publication each month. The client may change the size, shape and copy month to month providing the minimum column inches are maintained. Said advertising shall be billed at \$ 30 per column inch, per edition, per month. The Ad will be: B/W ☐ or Color ☒. The color rate per ad, per edition per month will be \$ 75. If client increases ad size at any time during the contract, the size and color rate price will adjust accordingly. The cost of the Display Ad will be \$ 375 per month.

Client will run ad published in print, monthly, in Color ☐ or B/W ☐ for \$        a month, per edition:  
☐ Retirement Directory Listing ☐ Healthy Living Directory Listing ☐ Service Directory Listing  
☐ Calendar Page Ad ☐ Specialty Pg / Restaurant or Dining Ad: ☐ single ☐ double ☐ other

Client will run ad published online on Publications' website, monthly, in color for \$        a month.  
☐ Retirement Directory Listing ☐ Healthy Living Directory Listing ☐ Service Directory Listing  
☐ Box Ad ☐ Banner Ad ☐ Skyscraper ☒ 1/2 Skyscraper

Said print advertising shall appear in the following edition(s):

☐ Portland/Metro ☒ Linn/Benton ☐ Marion/Polk/Coast ☐ Lane County

Copy changes and/or cancellations must be received by the publications advertising deadline for each edition or client assumes payment for that edition. In case client fails to fulfill the terms of this agreement, Publisher will re-bill for the entire amount of the uncompleted contract to the advertiser. The advertisers are responsible for the charges billed.

This agreement entered into this 9th day of March 2016 ☒

Benton County Transportation Lincoln County Transit  
 Business Name Lee K. Lazaro Advertising Agency Name Cynda Bruce

☒ SIGNATURE: Business Owner Authorized Rep Lee K. Lazaro

☒ SIGNATURE: Agency Authorized Representative Cynda Bruce

☒ PRINTED: Business Owner Authorized Rep Lee K. Lazaro

☒ PRINTED: Agency Representative Name Cynda Bruce

Business Address P.O. Box 1083 Corvallis Public Works

City Corvallis State OR Zip 97339

Business 541-766-6729 Mobile        Fax ☒

Email Address lee.lazaro@corvallisoregon.gov

Clark T. Seeliger  
 Northwest Boomer & Senior News, Advertising Representative

Northwest Boomer & Senior News, Publisher

Revised January 2016

## Want to go to the Coast?

You can ride the COAST TO VALLEY EXPRESS bus from Albany or Corvallis to the beautiful beaches in Newport...and beyond!

### NW Connector Passes

*Unlimited travel on the coast  
from Yachats to Astoria!*

**3-Day Pass...ONLY \$25**

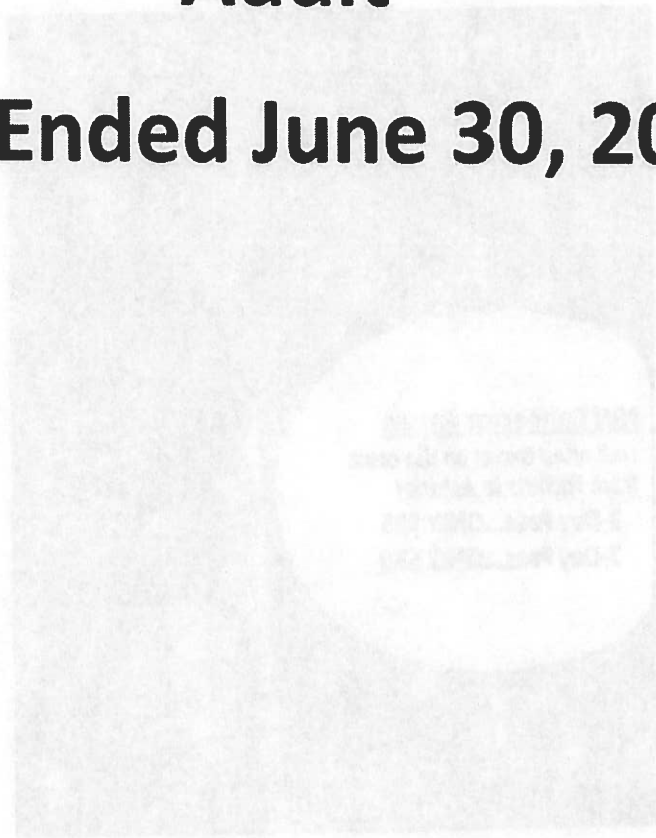
**7-Day Pass...ONLY \$30**

Call 541-752-2615 or go to:  
[coasttovalley.com](http://coasttovalley.com)



# **Audit**

## **Year Ended June 30, 2015**



**LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT**  
**(A COMPONENT UNIT OF LINCOLN COUNTY)**  
**NEWPORT, OREGON**  
**FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION**  
**with Independent Auditor's Report**  
**Year Ended June 30, 2015**



**LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT**  
(A COMPONENT UNIT OF LINCOLN COUNTY)

Principal Officials

June 30, 2015

**BOARD OF COMMISSIONERS**

**Title**

**Name**

Commissioner, Chair  
Commissioner  
Commissioner

Doug Hunt  
Bill Hall  
Terry N. Thompson

All individuals receive mail at the address listed below:

225 W Olive Street  
Newport, OR 97365

**ADMINISTRATIVE STAFF**

Wayne Belmont, County Counsel  
225 W Olive Street  
Newport, OR 97365

Janice Riessbeck, Director of Finance  
210 SW Second Street  
Newport, OR 97365

**LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT**  
**(A COMPONENT UNIT OF LINCOLN COUNTY)**

For the Year Ended June 30, 2015

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## INDEPENDENT AUDITOR'S REPORT

Board of Commissioners  
Lincoln County Transportation Service District  
Newport, Oregon

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the general fund of the Lincoln County Transportation Service District ("District"), a component unit of Lincoln County, as of and for the year ended June 30, 2015, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities and the general fund of the District as of June 30, 2015, and the changes in its financial position and the budgetary comparison of the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.



An Independently Owned Member  
**McGLADREY ALLIANCE**





## Other Matters

### Required Supplementary Information

Management has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

### Report on Other Legal and Regulatory Requirements

In accordance with the Minimum Standards of Audits of Oregon Municipal Corporations, we have issued our report dated February 8, 2016 on our consideration of District's compliance with certain provisions of laws and regulations, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules. The purpose of that report is to describe the scope of our testing of compliance and the results of that testing and not to provide an opinion on compliance.

Isler CPA

By:

*Paul R Nielson*

Paul R Nielson, CPA, a member of the firm  
Eugene, Oregon  
February 8, 2016



**LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT**  
**Governmental Funds Balance Sheet / Statement of Net Position**

June 30, 2015

	<u>General Fund</u>	<u>Adjustments</u>	<u>Governmental Activities</u>
<b>ASSETS</b>			
Due from Lincoln County	\$ 2,367,973	\$ -	\$ 2,367,973
Receivables	146,956	-	146,956
Capital assets:			
Equipment	-	1,087,948	1,087,948
Total assets	<u>\$ 2,514,929</u>	<u>1,087,948</u>	<u>3,602,877</u>
<b>LIABILITIES</b>			
Accounts payable	\$ 23,600	-	23,600
Payroll and related accruals	28,472	-	28,472
Compensated absences	-	102,308	102,308
Total liabilities	<u>52,072</u>	<u>102,308</u>	<u>154,380</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Unavailable revenue - property taxes	48,069	(48,069)	-
<b>FUND BALANCE / NET POSITION</b>			
Fund balance:			
Unassigned	<u>2,414,788</u>	<u>(2,414,788)</u>	-
Total liabilities, deferred inflows of resources, and fund balance	<u>\$ 2,514,929</u>		
Net position:			
Net investment in capital assets		1,087,948	1,087,948
Unrestricted		<u>2,360,549</u>	<u>2,360,549</u>
Total net position		<u>\$ -</u>	<u>\$ 3,448,497</u>

Fund balances of the governmental fund have been adjusted and reported differently than the net position of the governmental activities because:

- Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.
- Property taxes that are accrued, but not collected within 60 days following year end are not recognized as revenues in the governmental funds and are reported as deferred inflows of resources on the balance sheet.
- Compensated absence liabilities are not due and payable in the current period and therefore are not reported in the governmental fund balance sheet.

The notes to the financial statements are an integral part of this statement

# **LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT**

Statement of Governmental Fund Revenues, Expenditures, and Changes in Fund Balance / Statement of Activities  
For the Year Ended June 30, 2015

	<u>General Fund</u>	<u>Adjustments</u>	<u>Governmental Activities</u>
<b>REVENUES</b>			
Taxes and land sales	\$ 643,407	\$ (3,303)	\$ 640,104
Intergovernmental revenues	1,208,902	-	1,208,902
Charges for services	616,850	-	616,850
Investment earnings	12,174	-	12,174
Miscellaneous	7,702	-	7,702
Total revenues	<u>2,489,035</u>	<u>(3,303)</u>	<u>2,485,732</u>
<b>COMMUNITY SERVICE EXPENDITURES / EXPENSES</b>			
Personal services	1,122,723	6,443	1,129,166
Materials and services	637,352	-	637,352
Capital outlay	474,212	(474,212)	-
Depreciation	-	274,902	274,902
Total community service expenditures / expenses	<u>2,234,287</u>	<u>(192,867)</u>	<u>2,041,420</u>
Net change in fund balance / net position	254,748	189,564	444,312
Fund balance / net position:			
Beginning of year	<u>2,160,040</u>	<u>844,145</u>	<u>3,004,185</u>
End of year	<u>\$ 2,414,788</u>	<u>\$ 1,033,709</u>	<u>\$ 3,448,497</u>

Amounts reported for governmental activities are different than those of the General Fund because of the following:

- Governmental funds report capital outlay as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.
- Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental funds, instead they are reported as deferred inflows of resources.
- Expenses related to the change in compensated absences are reported in the statement of activities and do not require the use of current financial resources, therefore, they are not reported as expenditures in the governmental funds.

The notes to the financial statements are an integral part of this statement

# LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT

## GENERAL FUND

### Statement of Revenues, Expenditures, and Changes in Fund Balance

Budget and Actual (Budgetary Basis)

For the Year Ended June 30, 2015

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>	<u>Variance</u>
<b>Revenues:</b>				
Taxes and land sales	\$ 597,000	\$ 597,000	\$ 643,407	\$ 46,407
Intergovernmental revenues	703,221	1,054,778	1,208,902	154,124
Charges for services	550,500	550,500	616,850	66,350
Investment earnings	8,000	8,000	12,174	4,174
Other revenue	8,000	8,000	7,702	(298)
<b>Total revenues</b>	<u>1,866,721</u>	<u>2,218,278</u>	<u>2,489,035</u>	<u>270,757</u>
<b>Expenditures:</b>				
Personal services	1,430,300	1,430,300	1,122,723	307,577
Materials and services	617,709	617,709	637,352	(19,643)
Capital outlay	220,000	659,542	474,212	185,330
Contingency	462,838	374,853	-	374,853
<b>Total expenditures</b>	<u>2,730,847</u>	<u>3,082,404</u>	<u>2,234,287</u>	<u>848,117</u>
<b>Net change in fund balance</b>	<u>(864,126)</u>	<u>(864,126)</u>	<u>254,748</u>	<u>1,118,874</u>
<b>Fund balance:</b>				
Beginning of year	<u>1,777,224</u>	<u>1,777,224</u>	<u>2,160,040</u>	<u>382,816</u>
End of year	<u>\$ 913,098</u>	<u>\$ 913,098</u>	<u>\$ 2,414,788</u>	<u>\$ 1,501,690</u>

The notes to the financial statements are an integral part of this statement



# LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT

## Notes to the Financial Statements

June 30, 2015

### Note 1 - Description of the District and summary of significant accounting policies

#### A. Organization

The Lincoln County Transportation Service District ("District") was funded in November 1996. The District provides a comprehensive transportation program. Services include a scheduled-stop bus-system (the "Central Coast Connection") along the Highway 101 corridor, outlying cities and communities, and ancillary feeder lines available to all residents of the County. A "dial-a-ride" service is also provided for the transit disadvantaged and senior and disabled members of the County, enabling them to obtain medical and other services.

The District had no potential component units. Since Lincoln County is financially accountable for and significantly influences the operations of the District and the County Board of Commissioners also serves as the District's Board, the District is included as a blended component unit in the Comprehensive Annual Financial Report of Lincoln County for the year ended June 30, 2015.

#### B. Basis of presentation

##### *Government-wide financial statements*

The Statement of Net Position and Statement of Activities display information about the primary government ("District"). These statements include all the financial activities of the District. Governmental activities are supported by taxes and operating grants.

The Statement of Activities presents a comparison between direct expenses and revenues for the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function.

When both restricted and unrestricted net position are available, restricted net position is used first and then unrestricted resources are used as needed.

##### *Fund financial statements*

The fund financial statements provide information about the District's only fund, the General Fund. This fund is used to account for all revenues and expenditures necessary to carry out basic governmental activities of the District.

#### C. Basis of accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting.

Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Property taxes and intergovernmental revenues are the major source of nonexchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from grants, entitlements and donations are recognized in the fiscal year in which all eligible requirements have been satisfied.

Governmental funds are recorded using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Property tax revenues are recognized in the fiscal year for which they were levied, provided they are due and collectible within 60 days following year end. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt services expenditures, as well as expenditures related to compensated absences and claims, and judgments are recorded only when payment is due. General capital assets acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and capital leases are reported as other financing sources.



# **LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT**

## Notes to the Financial Statements

June 30, 2015

### **Note 1 - Description of the District and summary of significant accounting policies, continued**

#### **D. Receivables**

Property taxes receivable in the governmental fund types, which have been collected within 60 days following year end are considered measurable and available and are recognized as revenues. Real and personal property are assessed and property taxes become a lien against the property as of July 1 each year. Property taxes are payable in three installments, following the lien date, on November 15, February 15, and May 15. Taxes unpaid and outstanding on May 16 are considered delinquent. Grant receivables will be recognized as revenue in the current period if they are material, measurable, and the related expenditures have been incurred.

All property taxes receivable are due from owners of property within the County.

Receivables for the state shared revenue are recorded as the revenue is earned.

#### **E. Capital assets**

Capital assets are recorded at historical cost or at estimated historical cost if actual historical cost is unavailable. Contributed capital assets are valued at their estimated fair market value on the date contributed. The District defines capital assets as assets with an initial, individual cost of more than \$10,000 and an estimated useful life in excess of one year. Capital assets used in operations are depreciated using the straight-line method over their estimated useful lives in the government-wide statements. The estimated useful lives are as follows:

Equipment

3 to 15 years

#### **F. Compensated absences**

Compensated absences and related taxes are not recorded as expenditures in the governmental funds until paid. Sick leave does not vest, except in the following two cases: employees who reach the age of 55 or older; and employees who are represented by the Lincoln County Employee's Association - Transit, and have been a member of the union for at least five years. In both of these circumstances, the sick leave is 50 percent vested upon their retirement. Sick leave accumulates at the rate of 8 hours per month for the employees who qualify for vested sick leave.

All benefit-eligible employees (after six months of continuous service) earn vacation leave. The amount earned per pay period is determined based upon length of service and representation. Accumulation limits of vacation leave differ by length of service.

Certain employees earn paid leave for personal holidays with a maximum accumulation of 8 hours. All non-exempt benefit-eligible employees are eligible for compensatory time with a maximum accumulation of 80 hours for most employees with the exception of employees who work 24 hour shifts, in which case the maximum accumulation is 120 hours.



# **LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT**

## **Notes to the Financial Statements**

June 30, 2015

### **Note I - Description of the District and summary of significant accounting policies, continued**

#### **G. Fund balance**

In the fund financial statements, the fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent. The fund balance classifications are:

*Nonspendable* - resources cannot be spent because they are either in a nonspendable form or legally or contractually required to be maintained intact. Resources in nonspendable form include inventories, prepaids and deposits, and assets held for sale.

*Restricted* - constraints placed on the use of resources are either: (a) externally imposed by creditors (such as through debt covenants), grants, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

*Committed* - the County Commissioners pass an ordinance that places specific constraints on how the resources may be used. The County Commissioners can modify or rescind the ordinance at any time through passage of an additional ordinance.

*Assigned* - resources that are constrained by the District's intent to use them for a specific purpose, but are neither restricted nor committed. Intent is expressed when the County Commissioners approve which resources should be "reserved" during the adoption of the annual budget.

*Unassigned* - resources that have not been restricted, committed, or assigned within the General Fund.

#### **H. Budget policies and budgetary control**

Generally, Oregon Local Budget Law requires annual budgets to be adopted for all funds except agency funds. The modified accrual basis of accounting is used for all budgets. All annual appropriations lapse at the fiscal year end.

The District begins its budgeting process by appointing Budget Committee members in the fall of each year. Budget recommendations are developed by management through early spring, with the Budget Committee meeting and approving the budget document in late spring. Public notices of the budget hearing are generally published in May or June and the hearing is held in June. The Board of County Commissioners adopts the budget, makes appropriations, and categorizes the tax levy no later than June 30. Expenditures appropriations may not be legally over-expended, except in the case of grant receipts and bond sale proceeds which could not be reasonably estimated at the time the budget was adopted.

The resolution authorizing appropriations sets the level at which expenditures cannot legally exceed appropriations. The District established the levels of budgetary control at the personal services, material and services, capital outlay, operating contingencies, debt service, and all other requirement levels.

#### **I. Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosure. Accordingly, actual results could differ from those estimates.

### **Note II - Amounts due from Lincoln County**

Amounts due from Lincoln County are comprised of funds held and invested by the Lincoln County Treasurer. Interest earnings are allocated from the Treasurer based on the proportion of the District's funds to total County funds. Reference should be made to the County's Comprehensive Annual Financial Report for the year ended June 30, 2015 for compliance with Oregon Revised Statutes relating to the collateralization of deposits and the County's policies related to custodial credit risk. The District's cash and investments are maintained in the name of the County.



# **LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT**

## **Notes to the Financial Statements**

June 30, 2015

### **Note III - Receivables**

Receivables for the year ended June 30, 2015 are as follows:

Taxes	
Grant receivable	\$ 55,017
Total receivables	<u>91,939</u>
	<u>\$ 146,956</u>

### **Note IV - Capital Assets**

Capital asset activity for the year ended June 30, 2015 was as follows:

<b><u>Governmental Activities</u></b>	<b><u>Balances</u></b> <b><u>July 1, 2014</u></b>	<b><u>Additions</u></b>	<b><u>Deletions</u></b>	<b><u>Balances</u></b> <b><u>June 30, 2015</u></b>
<i>Capital assets being depreciated:</i>				
Equipment	\$ 1,938,088	\$ 474,212	\$ (54,204)	\$ 2,358,076
<i>Less accumulated depreciation for:</i>				
Equipment	<u>1,049,430</u>	<u>274,902</u>	<u>(54,204)</u>	<u>1,270,128</u>
Total capital assets being depreciated, net	<u>\$ 888,638</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,087,948</u>

### **Note V - Defined contribution plan**

The District contributes to the Lincoln County Retirement Plan ("Plan"). The Plan is a defined contribution pension plan 401(k) established by the County to provide benefits to substantially all County and District employees. At June 30, 2015, there were 466 Plan members. Required contributions are made by the District monthly, based upon 11 percent of eligible employees' salaries. The District's contribution for each employee and interest allocated to the employee's account are fully vested after four years of membership. District contributions for, and interest forfeited by, employees who leave employment before four years of service are placed in a forfeiture account. This account is used to pay current charges for administration of the plan and may be used to reduce the District's contribution requirement. County-wide employer contributions were \$1,986,451 and employees contributed \$485,558 for the year ended June 30, 2015. Investments are self-directed by the employees between a fixed income account and a number of equity funds. The Plan is administered by the Board of County Commissioners. All Plan provisions and contribution requirements are established and may be amended by the Board of County Commissioners.

### **Note VI - Deferred compensation plan**

The District's employees can contribute to the Lincoln County deferred compensation plan created in accordance with the Internal Revenue Code Section 457(g) ("457 Plan"). The 457 Plan is administered by independent plan administrators through administrative service agreements. The 457 Plan is available to substantially all employees of the County. Employees may defer a portion of their salary until future years. Deferred compensation is not available to employees until termination, retirement, death, or financial hardship. The 457 Plan's assets are held in a custodial account for the exclusive benefit of participants and beneficiaries, and are not subject to claims of the County's creditors, nor can they be used by the County for any purpose other than the payment of benefits to the plan participants. Accordingly, these plan assets and related liability are not recorded on the accompanying statement of net assets. Employee contributions to the 457 Plan for the year ended June 30, 2015, were \$309,454 for all County employees.

**LINCOLN COUNTY TRANSPORTATION SERVICE DISTRICT****Notes to the Financial Statements**

June 30, 2015

**Note VII - Risk Management**

The District is exposed to various risks of loss related to theft of, damage to, and destruction of assets; torts; errors and omissions; injuries to employees; and natural disasters. The District is covered against such risks of loss through the commercial insurance purchased by the County. Settled claims resulting from these risks have not exceeded insurance coverage in any of the past three fiscal years.

COMPLIANCE SECTION

WISCONSIN COUNTY TRANSPORTATION DISTRICT

Letter to the Federal Highway Administration

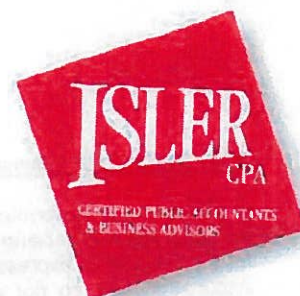
April 30, 2013

Subject: 2013-2014

The District is pleased to announce that it has received a grant from the Wisconsin Department of Transportation (WisDOT) for the 2013-2014 fiscal year. The grant is for the purpose of providing technical assistance to local governments in the form of training and technical assistance. The grant is for the purpose of providing technical assistance to local governments in the form of training and technical assistance. The grant is for the purpose of providing technical assistance to local governments in the form of training and technical assistance.

## COMPLIANCE SECTION





## COMMENTS AND DISCLOSURES OF INDEPENDENT AUDITOR REQUIRED BY STATE STATUTE

An independently Licensed Member  
**McGLADREY ALLIANCE**



Board of Commissioners  
Lincoln County Transportation Service District  
Newport, Oregon

We have audited the basic financial statements of Lincoln County Transportation Service District, Oregon ("District") as of and for the year ended June 30, 2015, and have issued our report thereon dated February 8, 2016. We conducted our audit in accordance with auditing standards generally accepted in the United States of America.

### Compliance

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations, noncompliance with which could have a direct and material effect on the determination of financial statements amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion.

We performed procedures to the extent we considered necessary to address the required comments and disclosures which included, but were not limited to the following:

- Deposit of public funds with financial institutions (ORS Chapter 295)
- Budgets legally required (ORS Chapter 294)
- Insurance and fidelity bonds in force or required by law
- Programs funded from outside sources
- Authorized investment of surplus funds (ORS Chapter 294)
- Public contracts and purchasing (ORS Chapters 279A, 279B, 279C)

In connection with our testing nothing came to our attention that caused us to believe the District was not in substantial compliance with certain provisions of laws, regulations, contracts, and grants, including the provisions of Oregon Revised Statutes as specified in Oregon Administrative Rules 162-10-000 through 162-10-320 of the Minimum Standards for Audits of Oregon Municipal Corporations.

OAR 162-10-0230 Internal Control

In planning and performing our audit, we considered the District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses, or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

This report is intended for the information of management, the County Commissioners and the Secretary of State, Audits Division, of the State of Oregon. However, this report is a matter of public record and its distribution is not limited.

*Paul R. Nielson*

Paul R Nielson, CPA, a member of the firm  
for Isler CPA  
February 8, 2016  
Eugene, Oregon



## Miscellaneous Information

# MISCELLANEOUS INFORMATION

### Miscellaneous Information

- Lincoln County Transit recognizes the importance of maintaining cleanliness of the bus shelters. It was recently brought to my attention that the shelters at Newport City Hall were not receiving the attention needed. Cleaning of the shelters has been increased from once monthly to every other Tuesday to ensure this goal continues to be met.
- I am currently working with our Fleet Manager to order buses discussed in last year's annual report to the City of Newport. We will be purchasing a total of six new buses with two being purchased for services provided within the city of Newport (one city loop bus and one dial-a-ride bus).
- Lincoln County Transit have received the funding for our bus stop signage project previously discussed with the city. This project will begin shortly and will be completed (county wide) by the end of next fiscal year. I am still looking for assistance from the City of Newport with this project within the city boundary.
- Lincoln County Transit is in the process of working on three planning projects supported by ODOT Public Transit Division, Lincoln County and the Transit District.
  - 1) Transit Development Plan: At a 2013/14 meeting that I gave a report at, concern was voiced by Ms. Webster regarding the District's "Business Plan". This plan will be our business plan and our roadmap to guide the District over the next 5-10 years.
  - 2) Human Service Coordinated Plan: This plan is a needs assessment, among other things, and is required to continue receiving specific funding through the Public Transit Division. Public forums will be held shortly as we are nearing the end of this planning and public involvement process.
  - 3) CONNECTOR Management Plan: This plan is being done to assist our 5-county CONNECTOR program moving forward in a well thought out, deliberate style. We are working on seamless connections (coordinated schedules have been challenging), assuring all stops are safe and ADA accessible, agreeing on a lead agency for grant funds to flow through and other issues our CONNECTOR group currently faces. Lincoln County Transit plays a major role in this project through our Coast to Valley service, connections with Tillamook Transit going to Tillamook and on to Grand Ronde and Salem. All of these services have connections with AMTRAK, with others connecting to Greyhound and the Portland Airport. These services not only get our residents to their out of county destinations but just as important bring travelers to our tourism destination county.

# City Council Agenda Item Report

Agenda Item No. 2016-219

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

From the Oregon Coast Council for the Arts – OCCA Annual Management Report – Executive Director Catherine Rickbone

## **Recommendation:**

None required.

## **ATTACHMENTS**

- [City Manager Report and Recommendation-OCCA Annual Report.pdf](#)
- [occa\\_city\\_mgmt\\_report\\_2016\\_final.pdf](#)

## CITY MANAGER'S REPORT AND RECOMMENDATION



Agenda #: 7.D.  
Meeting Date: 6-6-16

### Agenda Item:

**From the Oregon Coast Council for the Arts - OCCA Annual Management Report - Executive Director Catherine Rickbone**

### Background:

The City of Newport has a contract for services with the Oregon Coast Council for the Arts that includes the operations of the Performing Arts Center and the Visual Arts Center. Executive Director, Catherine Rickbone, will provide an overview of the past year's operations, and will look forward to events occurring in the next fiscal year.

### Recommendation:

None

### Fiscal Effects:

None

### Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel, City Manager



# OREGON COAST COUNCIL FOR THE ARTS

*Mission: OCCA develops, promotes and celebrates community arts.*

## CONTRACT FOR SERVICES FY 2014-2015

### MANAGEMENT NEWPORT PERFORMING ARTS CENTER NEWPORT VISUAL ARTS CENTER

## REPORT TO CITY COUNCIL JUNE 2016

TOTAL PAC/VAC  
MANAGEMENT COST

**\$234,066**

CITY CONTRACT

**\$115,300**

**49.3%**

OCCA FUNDS

**\$118,766**

**50.7%**

### RETURN ON INVESTMENT (ROI)

**In FY 2014-15, OCCA leveraged  
over \$859,880**

**in economic impact/cultural tourism  
with the \$115,300 City Contract.**

**This represents approx.  
745% return on investment.**

*(See economic impact details on pages 2 & 3)*

### OCCA & City Partnership

Through the years there has been an excellent partnership between the City of Newport and the OCCA. However, management of the PAC & VAC costs more than the contract monies provided by the City of Newport. Therefore, OCCA, through earned and contributed income, makes up the difference.



#### CITY/COMMUNITY SUPPORT

"Newport's attraction for residents and visitors is also the result of its longstanding commitment to quality cultural programming designed to appeal to diverse tastes."

*– 2005 Newport OR Vision 2020 and Strategic action plan*



# OCCA MANAGEMENT SERVICES – PAC



The Newport Performing Arts Center (PAC) plays many roles.

**The Newport Performing Arts Center (PAC) plays many roles in the lives of the people who use it:**

- performance venue
- community gathering place
- creative incubator (music, dance, drama, film, costume)
- rehearsal & classroom space
- youth learning laboratory (staging, lights, sound)
- construction collaborative (set designs)
- “home” to 12 PAC RATs (PAC Resident Artist Teams)
- fulfillment center (box office, event and tourist information)
- the OCCA administrative office

The PAC is **the only building on the Oregon coast** conceived, designed, built and managed in a public/private partnership, with urban renewal funds, to be a **performing arts center**. The PAC is not a repurposed, rehabilitated structure, such as a former church, school, retail store, community building, industrial warehouse, movie theatre, or anything else. It was and is a product of intentional community support of the performing arts.

- Our PAC is one of only 8 venues in Oregon to feature Met Opera Live in HD events.
- Our PAC is one of only 3 venues in Oregon to feature National Theatre Live in HD events.

## STAFF AND VOLUNTEER SERVICES

### BOX OFFICE

**1,976 HOURS + 180 AFTER HOURS**

9am-5pm Mon-Fri, 52 Weeks, and 1 Hour Prior to Performance Times

**Event Info and Tickets Sales Available 24/7 By Phone & Online**

### PUBLIC CONTACTS

Event & Tourism Info

**3,665 CALLS • 9,183 IN-PERSON, SOCIAL MEDIA, EMAIL**

### CONCESSIONS

**318 HOURS**

Supplies, Preparation, Facilitation

### BOOKING

**1,500 HOURS**

**9AM-5PM DAILY** Staff on hand to answer questions and facilitate booking

### VISITOR CENTER

**NYE BEACH, CITY, REGIONAL**

Certified brochure racks in foyer & visitor questions to box office

## PAC RESIDENT ARTIST TEAMS

### Four Theater Companies

- Coastal Act Productions
- New Visions Arts
- Porthole Players Ltd
- Red Octopus Theatre Co.

### Three Dance Companies

- Oregon Coast Ballet Co.
- Pacific Dance Ensemble
- TJ Hoofers, Inc.

### Two Choral Companies

- Central Coast Chorale
- Oregon Coastallaires

### Other Teams

- International Film Series
- Newport Symphony Orchestra
- Oregon Music Teachers Association

## PERFORMING ARTS CENTER USAGE 350 Days Per Year

## PAC ECONOMIC IMPACT

### RESIDENT ARTIST TEAMS FY 2014-15

- 25% Tourists
- 92 Performances
- 14,698 Attendance

**Economic Impact = \$503,338**

Sources: PAC box office ticket data, Newport Chamber multiplier



### OREGON COAST JAZZ PARTY FY 2014-15

- 60% Tourists
- 7 Sessions
- 1,624 Attendance

**Economic Impact = \$150,152**

Sources: PAC box office ticket data, order forms, OCJP surveys, Newport Chamber multiplier



### MET OPERA / NATIONAL THEATRE / GREAT ART ON SCREEN

**FY 2014-15**

- 25% Tourists
- 19 Events
- 1,666 Attendance

**Economic Impact = \$57,129**

Sources: PAC box office ticket data, Newport Chamber multiplier



## TOTAL IMPACT FY 2014-15 TICKETED EVENTS

**\$710,619**

*Excluding Ticket Sales*

**6.6%  
INCREASE  
OVER FY 2013-14**

186

# OCCA MANAGEMENT SERVICES – VAC



The Newport Visual Arts Center (VAC) highlights many media.

**T**he Newport Visual Arts Center (VAC) communicates through many “media” to people of this area:

- visual arts venue
- exhibition space
- rental space
- visual arts learning classroom
- community gathering space
- “home” for two arts groups
- an informational outlet (tourist & local)
- OCCA staff office

The VAC is the **only building on the Oregon coast** conceived, designed, built and managed in a public/private partnership, with urban renewal funds, to be a **visual arts center**. The VAC is not a repurposed, rehabilitated structure, such as a former community building, school, retail store, church, industrial warehouse, or anything else. It was and is a product of intentional community support of the visual arts.

The Oregon Coast Council for the Arts (OCCA) hosts the yearly Newport Paper Arts Festival and creates the exhibits in the three exhibition spaces.

## STAFF AND VOLUNTEER SERVICES

### BOOKING

#### RENTAL AGENT FOR CITY OF NEWPORT

Birthdays, weddings, anniversaries, church services, reunions, family gatherings, workshops, etc.

**170 RENTALS • 3,592 CUSTOMERS • 273 STAFF HOURS**

**RENTAL INCOME: \$12,924**

### EXHIBITIONS

**3,872 HOURS**

#### WITH COASTAL ARTS GUILD

Seasonal Hours: Runyan Gallery, Tue-Sun  
11am-6pm (May-Oct) / 11am-5pm (Nov-Apr)  
Upstairs Gallery & COVAS, Tue-Sat 12-4pm

### PUBLIC CONTACTS

Event & Tourism Info

**2,343 CALLS • 3,231 IN-PERSON, SOCIAL MEDIA, EMAIL**

### VISITOR CENTER

**NYE BEACH, CITY**

Docents and staff field questions from visitors

## VAC GALLERIES & GROUPS

### Three Galleries

- Runyan Gallery
- Upstairs Gallery
- Coastal Oregon Visual Artists Showcase

### Two Artist Groups

- Yaquina Art Association
- Coastal Arts Guild



## VAC EXHIBITS & CLASSES

**20 Exhibitions**

**15 Receptions**

**352 Classes**

**& Workshops**



## VISUAL ARTS CENTER USAGE

**350 Days Per Year**

## VAC ECONOMIC IMPACT

### NEWPORT PAPER ARTS FESTIVAL FY 2014-15

- 75% Tourists (3 states plus Oregon)
- 18 Workshops
- 86 Attendance

**Economic Impact = \$24,660**

Sources: Registration forms, Newport Chamber multiplier, Newport Paper Arts Festival surveys



### VAC GALLERIES FY 2014-15

- 20 Exhibits
- 84 Oregon Towns
- 18 Countries
- 48 States
- 77% Tourists
- 18,151 Attendance

Sources: Guest books, clickers

**Economic Impact = \$124,601**

Sources: Guest books, clickers, Newport Chamber multiplier



**TOTAL IMPACT  
FY 2014-15  
\$149,261**

**7.7%  
INCREASE  
OVER FY 2013-14**

187

## OCCA'S VALUE-ADDED IMPROVEMENTS\* PARTNERSHIP BENEFITS\*\*

\*This layout is not all-inclusive – it is not intended to list all improvements that OCCA has contributed to the PAC & VAC.

\*\*This two-page recap shows over the years an OCCA value-added contribution to the PAC and VAC of \$1,750,509 to date.

### • 1982-83

#### VAC CONSTRUCTION

OCCA raised \$7,500 to purchase art pieces – wooden entry doors, sandblasted windows and the concrete sculpture retaining walls.

**\$7,500** (\$17,850<sup>†</sup>)

### • 1985-88

#### PAC CONSTRUCTION

OCCA raised funds, wrote grants and contributed \$600,000 toward the \$1.7 million cost to construct the PAC and outfit the building (in the form of grand drapes, acoustic clouds, stage rigging, and more).



**\$600,000** (\$1,200,000<sup>†</sup>)

### • 1990

#### PAC BALDWIN GRAND

OCCA, through local fund-raising efforts, purchased a 9-foot Baldwin concert grand piano.



**\$25,000** (\$45,000<sup>†</sup>)

### • 2005

#### PAC STEINWAY GRAND

PAC is one of only a few Oregon venues to have two grand pianos.

**\$125,000** (\$150,000<sup>†</sup>)

### • 2002-03

#### PAC REMODEL/EXPANSION

OCCA secured \$122,700 in grant monies toward the \$468,800 cost. Balcony realignment, orchestra pit renovation, side stage retro-fit, ClearCom system, lobby flooring, signage, sound system upgrade, lobby and Silverman chairs, computerized PAC box office, and more.



**\$122,700** (\$150,000<sup>†</sup>)

### • 2005

#### PAC HVAC TIMING SYSTEM

OCCA conducted an energy audit and installed the HVAC Timing System at the PAC.

**\$19,000** (\$23,000<sup>†</sup>)

### • 2008

#### ENERGY-EFFICIENT LIGHTING AT PAC



OCCA purchased, installed and upgraded energy efficient lighting at the PAC, partnering with Central Lincoln PUD & Oregon Department of Energy.

**\$14,409** (\$15,800<sup>†</sup>)

### • 2009

#### HD PROJECTION SYSTEM AT PAC

The system lets OCCA present live-in-HD events at the PAC, such as Met Opera, National Theatre London, and Great Art on Screen



**\$30,000** (\$33,000<sup>†</sup>)



## WORTH OF VALUE-ADDED IMPROVEMENTS TO DATE: \$1,750,509

† These amounts indicate the appreciated value in 2015 current US dollars (total: \$2,446,043).

### • 2012-13

#### NEW OCCA WEBSITE

As the “go-to source for arts events on the Oregon coast,” coastarts.org drives traffic to the PAC and VAC by design, using a dynamic events calendar, mapping, and a mobile interface.



**\$39,000** (\$40,000†)

### • 2012

#### VAC COVAS SHOWCASE

OCCA constructed the new Coastal Oregon Visual Artists Showcase (COVAS) on the VAC's second floor, expanding the VAC's number of galleries to three. Mid-career coastal Oregon visual artists from OCCA's seven-county regional arts council area exhibit in this space.



**\$10,000** (\$10,300†)

### • 2013

#### ONLINE TICKETING & DIGITAL BOX OFFICE

Anyone with access to the Internet can now buy event tickets when the PAC box office is closed, and the upgrade's many features for driving ticket sales includes Facebook and Twitter connectivity.



**\$4,500** (\$5,000†)

### • 2013

#### PAC SOUND SYSTEM



OCCA purchased and installed new sound equipment for the Silverman Theatre in 2013.

**\$132,506** (\$134,800†)

### • 2014



#### PAC ACOUSTICAL SYSTEM

OCCA partnered with George Relles Sound to install the state-of-the-art Meyer Constellation Acoustical System.



**\$365,001** (\$365,400†)

### • 2015

#### PAC SILVERMAN LIGHTING

OCCA replaced 25-year-old, non-energy-efficient lamps with new theatrical LED lighting for concurrent shows, as well as a control system, dimmers, & more.

**\$205,840**

### • 2015 VAC CAPITAL IMPROVEMENTS

OCCA added new paint and stained woodwork in classrooms and 3rd-floor hallway and new flooring in Room 205.

**\$3,192**

### • 2015 NEW PAC SIGNAGE

OCCA installed new signage and rope lighting at the PAC and on the corner, expanding visibility for shows in both theatres.

**\$46,861**

# OCCA MANAGEMENT – VAC FUTURE

## New Manager/Director

OCCA hired a new VAC Manager in August 2014. Tom Webb, a longtime Portlander and Oregonian, brings to the position over 20 years of experience in arts administration, non-profit management, educational outreach and teaching. Webb was hired in spring 2014, following the retirements of previous director Sally Houck and administrative assistant Ruth Kier.

As the OCCA VAC Manager, Tom Webb's primary focus area includes exhibitions and facility management, though he is involved in most aspects of the day-to-day functioning of the VAC. Webb also plays an active role on the VAC Steering Committee and has been involved in grant writing and organizational planning. In July 2015, Webb transitioned from OCCA VAC Manager to VAC Director.

## VAC Capital Improvement

Working in conjunction with the OCCA board of directors, building partners, community members, and the City of Newport staff, the VAC Steering Committee guided various capital improvements at the VAC during FY 14-15 including upgrades to walls and trim in the VAC's two rental classrooms, including a new flooring strip in the second floor classroom-conference room.

During this fiscal year, OCCA {secured} a capital improvement grant from the Ford Family Foundation for FY 2015-16 renovations to the building.

## Report to the City

Following a series of community visioning meetings in 2013-14, the newly formed VAC Steering Committee developed a Report to the Newport City Council to guide future building operations and to outline greater financial sustainability both for the City and OCCA, with three primary foci: governance, building and finances (representing the active participation of the VAC Steering Committee, the OCCA board of directors and City of Newport staff, including City Manager Spencer Nebel and Finance Officer Michael Murzynsky). Newport City Council member Mark Saelens served as the liaison from City Council to the VAC Steering Committee.

The report outlined the governance model and the working by-laws for the VAC Steering Committee, included a combined budget report reflecting OCCA and City finances relating to the VAC, and established a 5-Year Financial Action Plan. The report was accepted unanimously by the Newport City Council on March 16, 2015, and continues to serve as a reference point for future reports and planning efforts.

# OCCA MANAGEMENT SERVICES – MARKETING

To promote Newport and the PAC & VAC, and to drive tourists and locals to the buildings, the Oregon Coast Council for the Arts (OCCA) advertises and markets on local, coastal, state-wide, regional and national levels through digital, social media, print, radio,

video, and other marketing channels.

In this current pluralistic society people receive their information through a variety of means. The plethora of marketing channels is challenging for a nonprofit organization to cover; however, OCCA uses its limited funds carefully to publicize

the VAC & PAC.

OCCA recognizes that in an always-open, always-connected 21st-century marketplace, digital and social media are vital for people of all generations.

## DIGITAL

**OCCA Website – coastarts.org**

**oregoncoastjazzparty.org**

*This mini-site is maintained within the OCCA site.*

**OCCA website – PAC/VAC Focus**

- Home page primary navigation
- Home page sidebar of upcoming events
- Separate PAC/VAC pages with description, mapping, events
- QR codes on advertising directs viewers to Events calendar

**Digital Advertising (Partial List)**

- Oregon Coast Today website
- Newport News-Times website
- Downbeat.com
- JazzTimes.com
- Jazz24.org
- JSO Jazz Scene
- KPLU.org
- DailyAstorian.com

**Digital Presence (Partial List)**

- discovernewport.com
- coastvisitor.com
- travelnewport.com
- culturaltrust.org
- oregonartscommission.org

## SOCIAL

**Facebook**

- /OregonCoastArts
- /NewportPerformingArts
- /NewportVisualArts
- /OregonCoastJazz



**Twitter**

- #OregonCoastArts
- #Oregon\_Jazz



**YouTube Channels**

- /OregonCoastArts
- /JazzatNewport





# Entertain the Future!

A CAPITAL CAMPAIGN TO EXPAND AND ENHANCE  
THE NEWPORT PERFORMING ARTS CENTER



## STATE OF THE PROJECT

### PHASE 3 – NEW PAC SIGNAGE

OCCA installed new signage and rope lighting at the PAC and on the corner, expanding visibility for shows in both theatres.

**\$46,861**  
**2015**

### PHASE 4 – SILVERMAN LIGHTING

OCCA replaced 25-year-old, non-energy-efficient lamps and added new ones for concurrent shows, as well as a control system, dimmers, and other necessary equipment.

**\$205,840**  
**2015**

### PHASE 5 – RESTROOM EXPANSION

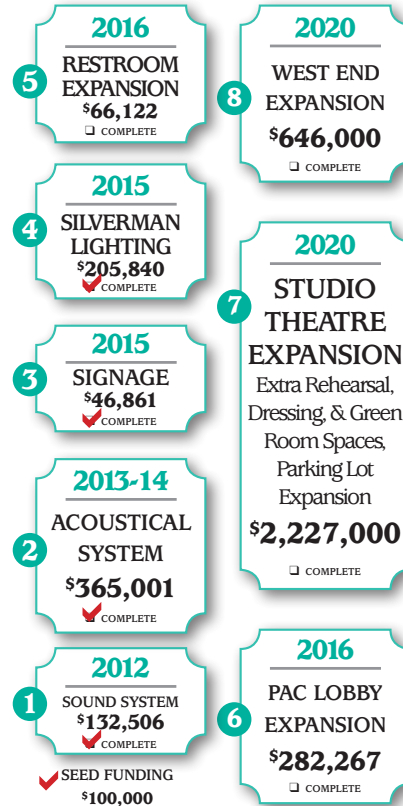
OCCA will remodel and reconfigure the Women's Restroom. The ADA stall will be enlarged and three new stalls added along with new paint, fixtures and improved air flow.

**\$66,122**  
**2016**

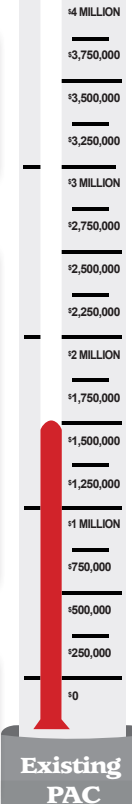
### PHASE 6 – PAC LOBBY EXPANSION

OCCA will expand the PAC Lobby to the north with a 612-sq-foot addition. This new space will include enhanced seating, sound, lighting and a multi-media system.

**\$282,267**  
**2016**



**\$4.3 MILLION**  
Expanded,  
Enhanced  
PAC



## OCCA MANAGEMENT SERVICES – MARKETING

### PRINT

#### Local, Paid = 192

- News-Times twice-weekly (104)
- Oregon Coast Today weekly (52)
- OCCA Newsletter bi-monthly (6)
- VAC exhibition flyers, postcards (30)

#### Coastal/State/Regional, Paid

- Oregon Coast Mile-by-Mile Guide
- Discover Newport Chamber Guide
- Travel Newport – News-Times travel guide
- Via - (AAA Travel Guide Oregon)
- Newport Beach Jazz Festival (CA)
- Oregon Coast Magazine
- Willamette Living
- Sunset Magazine

#### National, Paid

- DownBeat
- JazzTimes
- JAZZed Magazine

### EMAIL

#### Monthly E-Newsletter = 12

- Monthly to members, includes VAC & PAC

#### Met Opera Events = 10

- Coincide with season dates at PAC

#### National Theatre Events = 8

- Coincide with season dates at PAC

#### The Vatican Museums ~ 3

#### Oregon Coast Jazz Party = 7

- PAC and Shilo are venues

#### PAC Capital Campaign = 2

- Focus on campaign phases, events

### VIDEO

#### Video, Paid

- Oregon Coast Jazz Party – video productions of live performances at the 2014 event

### RADIO

#### Arts Talk Weekly Show = 52

- 562 news items (many related to VAC & PAC), 70 interviews with 110 guests
- KNPT, KBCH, KWDP, podcast, live stream

#### Radio Advertising, Paid

- Oregon Coast Jazz Party: KMHD (NPR – Portland), KLCC (NPR – Eugene), KCUP/Boss, KNPT, KBCH, U92, KYTE, KCRF, KWDP, KPLU

### OTHER

#### Lincoln County's Best

- Voted "Best Live Theater" (PAC) and "Best Art Gallery" (VAC)

#### Director's Regional Presentations

- Highlight PAC, VAC, City of Newport 191

#### "Know Your Newport"

- Highlights PAC & VAC

LISTS IN THIS AREA ARE NOT ALL-INCLUSIVE.

# OCCA: THE PEOPLE WHO MAKE IT WORK



SANDI WILLIAMS,  
OCCA BOARD PRESIDENT

## 2014-15 BOARD OF DIRECTORS

Sandi Williams *President*  
Kay Moxness *Vice President*  
Cathleen Donnellan *Treasurer*  
Wayne Belmont *Secretary*  
Itchung Cheung • Jody Hanna  
Ellen Hertel • David M. Jones  
Randy Madnick • Mark McConnell  
Sarah Gayle Plourde • Akia Woods



OCCA EXECUTIVE DIRECTOR  
CATHERINE RICKBONE

## CONTACT OCCA

541-265-ARTS [2787]

Website: coastarts.org

occa@coastarts.org

P.O. Box 1315

777 W. Olive Street, Newport

OCCA VISUAL ARTS CENTER

541-265-6569

777 NW Beach Drive, Newport

## VISUAL ARTS CENTER VOLUNTEERS

### VISUAL ARTS CENTER UPSTAIRS DOCENTS

Lisa Collette, Ellen Hertel, Gary Lahman, Elizabeth McDonald,  
Maja Lichtenfeld, Peggy Kjellsen, Cindy McConnell, Suk Semoon,  
Lin Shubert, Helen Wellman

### VAC EXHIBITION RECEPTION GROUP

Cheri Aldrich, Linda Anderson, Pat Briggs, Carol Deslippe,  
Bobby Flewellyn, Betty Hanus, Elita Kennison, Gary Lahman,  
Maja Lichtenfeld, Kate Markham, Mary Peterson, Sue Rembolt,  
Denise Ross, Lin Shubert, Francis VanWert, Helen Wellman

### VAC STEERING COMMITTEE

Elizabeth Atty, Clint Ayer, Dietmar Goebel, Bobby Flewellyn,  
Ken Hartwell, Jim Kennison, Mike Kloeck, Charles Littlehales,  
Mark McConnell, Kay Moxness, Mary Peterson, Denise Ross,  
Bob White, OCCA staff Catherine Rickbone and Tom Webb,  
City Manager Spencer Nebel,  
City Council liaison Mark Saelens

### VAC TECHNICAL ASSISTANCE, PHOTOGRAPHY, VIDEO

Bob Berman, Angelique Little, Casey Miller

### COASTAL ARTS GUILD RUNYAN GALLERY DOCENTS

Linda Anderson, Michelle Annette, Pam Aylmer, Sharon Beardsley,  
Reg Bell, Pat Briggs, Terry Brady, Darlene Bowen, Marsha Christian,  
Jeanne Cloe, Carol Deslippe, Penny Eaton, Bobby Flewellyn,  
Sharon Fuller, Betty Hanus, Ken Hartwell, Ellen Hertel, Elita Kennison,  
Peggy Kjellsen, Kay Klose, Alice LaFond, Linda Lazer,  
Maja Lichtenfeld, Marla Loew, Elizabeth MacDonald,  
Kate Markham, Patti Johnson, Sheila Meyer, Jane Pettersen,  
Mary Peterson, Suzanna Peterson, Linda Lee Prchal, Bonnie Powell,  
Sue Rembolt, Denise Ross, Nancy Sims, Lynette Sproul,  
Francis VanWert, Lyssa Watkins, Helen Wellman, Gloria Zirges

### VISUAL ARTS CENTER LANDSCAPING

Linda Anderson, Terry Brady, Mary Peterson,  
with Sheila Meyer, Bobby Flewellyn, Patti Johnson

## STAFF

CATHERINE RICKBONE Executive Director  
OCCA/PAC/VAC/LCA  
Oregon Coast Cultural Alliance

### POLLY IVERS

Assistant Director, Business Manager

### JAN EASTMAN

PAC Manager/Program  
Coordinator/Arts Education

### TOM WEBB

Director, VAC/Arts Education

### RON MILLER

PAC Operations Manager/  
Technical Director

### JUSTIN GLEESON

PAC Acoustics / Sound  
Technician

### STEPHAN, GINNY WEST

Custodians

### ERNEST BROWN

CAN-DO Outreach/Education

### SUZAN BREWER

Experience Works Assistant

### BARBARA BERGE

Capital Campaign Assistant



Polly Ivers



Ron Miller



Jan Eastman



Stephan



Tom Webb



Barbara Berge



Justin Gleeson

## PERFORMING ARTS CENTER VOLUNTEERS

### PAC

### ADMIN.

### OFFICE

### VOLUNTEERS

Wren Clark  
Stormi Dykes  
Penny Eaton  
Jann Glenn  
Dianne L. Trask  
Ginny West

### OCCA PAC

### USHERS

Gay Hagen, Chair  
Dianne Eckstein  
Steve Mayer  
Sally Morris  
Patty Olmsted  
Sylvia Pauley  
Janet Rackleff  
Helen Wellman  
Ginny West  
Akia Woods

### OREGON COAST JAZZ PARTY

Suzan Brewer  
Frank Geltner  
David & Kym Jacobson  
David M. Jones  
Craig Koehn  
Peter Lawson  
Randy Madnick

Sandy Post  
Catherine Rickbone  
Neal & Sandee Staufenbeil  
Joseph Swafford  
Advisors: Holly Hofmann,  
Ryan Meagher  
& Over 60 Volunteers

### PAC MEMBERSHIP COMMITTEE

Jody Hanna  
Sarah Gayle Plourde

Catherine Rickbone  
Akia Woods

### NEWSLETTER GROUP

Joanne Bollinger  
Al and Lavonne Bussey  
Leah Dobson  
Lou Gibson

Gay Hagen  
Jeannette Hofer  
Ramona Martin  
Ginny West

### PAC CAPITAL CAMPAIGN GROUP

Wayne Belmont  
Barbara Berge  
Patti Britton  
Mark McConnell, Chair

Kay Moxness  
Catherine Rickbone  
Sandi Williams  
Advisor: Rich Foster

### PAC PERSONNEL COMMITTEE

Wayne Belmont  
Cathleen Donnellan

Catherine Rickbone  
Sandi Williams

# City Council Agenda Item Report

Agenda Item No. 2016-300

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

From the Destination Newport Committee – Consideration of Award for a Tourism Marketing Grant for the New Lincoln County Fair

## **Recommendation:**

I move approval of a Tourism Marketing Grant to the New Lincoln County Fair for assistance with marketing and advertising for the 2016 fair in the amount of \$5,000.

## **ATTACHMENTS**

- [City Manager Report and Recommendation-Destination Comm Grants-New Lincoln County Fair.pdf](#)
- [Staff Report for New Lincoln County Fair.docx](#)
- [Fair Tourism Grant App 2016.pdf](#)

## **CITY MANAGER'S REPORT AND RECOMMENDATION**



Agenda #: 7.E.  
Meeting Date: 6-6-16

### **Agenda Item:**

#### **From the Destination Newport Committee - Consideration of Award for a Tourism Marketing Grant for the New Lincoln County Fair**

##### **Background:**

The Destination Newport Committee is recommending that the City Council provide a grant in the amount of \$5,000 to assist the New Lincoln County Fair in marketing and advertising for the 2016 fair. Last year, the New Lincoln County Fair drew 13,000 visitors. The fair will continue to not charge an admission in 2016. The fair will utilize Comcast TV and movie theater advertising in order to bring participants in from the valley for this event.

##### **Recommendation:**

I recommend the City Council consider the following motion:

**I move approval of a Tourism Marketing Grant to the New Lincoln County Fair for assistance with marketing and advertising for the 2016 fair in the amount of \$5,000.**

##### **Fiscal Effects:**

\$25,000 has been appropriated for tourism marketing grants. This would be the second year that the New Lincoln County Fair has received assistance.

##### **Alternatives:**

None recommended.

Respectfully Submitted,

Spencer R. Nebel, City Manager



**STAFF REPORT  
CITY COUNCIL AGENDA**

**Prepared by:** Cindy Breves

**Title:** Consideration of an Award for a Tourism Marketing Grant for the New Lincoln County Fair

**Recommended Motion:**

I move to approve the tourism marketing grant fund application, submitted by the New Lincoln County Fair, for assistance with marketing and advertising for the 2016 New Lincoln County Fair, in the amount of \$5,000.

**Background Information:**

The New Lincoln County Fair is requesting continued support to expand their marketing of the New Lincoln County Fair by producing a 30 second commercial focusing on the bull riding/arena events plus the new American Poultry Association Show which is designed to draw people from the valley. Their focus is to use electronic media and broadcasting via Comcast TV and movie theater advertising. The New Lincoln County Fair will continue its free admission. The Fair drew 13,000 visitors last year.

**Fiscal Notes:**

If approved, this funding would come from the \$25,000 in Transit Room Tax monies that have been set aside for Tourism Marketing Grants. This will be the second year for this event to receive this grant.

**Alternatives:**

None.

**Attachments:**

Tourism Marketing Grant Fund Application submitted by the New Lincoln County Fair.





## The NEW Lincoln County Fair

August 19-21, 2016 • [www.TheLincolnCountyFair.com](http://www.TheLincolnCountyFair.com)

OSU Extension Service Lincoln County, 4-H Program

Oregon State University, 1211 SE Bay Blvd, Newport, Oregon 97365

T 541-648-6818 | F 541-265-3887 | <http://extension.oregonstate.edu/lincoln/>

May 12, 2016

Destination Newport Committee,

Please find enclosed our application for the Tourism Marketing Grant. Your generous support last year enabled us to reach out into the neighboring counties and draw an even larger audience to this celebration of our community. With that year's success under our belt and much more information on which to base our grant request this year, we are asking for up to \$5000 to help support our out-of-county outreach.

With attendance of over 13,000 last year, we are certain that this event helped draw many to Newport and kept them here to enjoy the entire weekend's line-up of entertainment. This year we plan to again offer bull riding and other rodeo-like events as well as top-notch stage performances. In addition, we are offering an American Poultry Association sanctioned poultry show that has already generated a great deal of interest from neighboring areas, as this is the only such event during the summer or anytime over on the coast. This is likely to draw even more overnights to Newport to participate in the show as well as more visitors to the Fair to see the birds. These are just a few of the offerings that we are lining up to help ensure the event's success this year.

We thank you for the opportunity to again apply for this support and help us continue to revitalize this important community event. Support such as this is critical to getting the Lincoln County Fair back off the ground and ensuring its long-term sustainability as a local celebration that draws widespread interest and attendance.

Sincerely,

Michele R Osterhoudt  
The NEW Lincoln County Fair



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General Information:

Name of Applicant Organization: The New Lincoln County Fair  
Mailing Address: OSU Extension Lincoln County 1211 SE Bay Blvd  
City, State, Zip: Newport, OR 97365  
Telephone: 541 648 6818 Fax: 541 265 3887  
E-Mail Address: michele.Osterhoudt@oregonstate.edu  
Principal Contact (If different from Applicant): Michele Osterhoudt or  
Mailing Address (If different from Applicant): Todd Williver  
City, State, Zip: same address  
Telephone: Williver 541-648-6815 Fax: \_\_\_\_\_  
E-Mail Address: Williver email: todd.williver@oregonstate.edu  
Date(s) and Time(s) of Event: August 19-21, 2016  
Description of Event or Activity\*: A celebration of our  
community including vendors, entertainment,  
rides, animals, exhibition contests and much  
more (rodeo events, etc).  
Nature of Event or Activity:  
Single Day Event \_\_\_\_\_  
Multi-night local lodging event 3 days  
Extended calendar event. \_\_\_\_\_ days  
Amount of Funding Requested: \$ 5000  
Total Event/Activity Budget: \$ 95,000  
What specific marketing expenditures will the granted funds be used for?\*

To create a 15 and/or 30 second commercial  
focusing on the bullriding/arena events plus the new  
American Poultry Assoc. Show (only one this time of  
year and unique on the coast) which will draw people  
from the valley. This will be used on electronic  
media and broadcast via Comcast TV as well as  
in movie theatre advertising.

List event/activity supporters or partners\*: Bigfoot Beverage/Pepsi, Rague,  
Bank of the West, Samaritan Health, Chinook Winds,  
News Times, Coast Cam, Power of Newport, Chryster,  
Ultrasonic Events, Embarcadero, Yaquina Bay Broadcasting,  
JcMarket, Oregon Sea Grant, Port of Newport, Sheriff's  
Posse, ProBuild, Schones Chiropractic, Newport Pawn, Starker  
and more... Forests

Applicant/organization must be a non-profit corporation. Attach a copy of the IRS  
determination letter.

Has applicant received funding in prior years from the city for this event/activity? If yes,  
when:

2015 (for August 2015 Lincoln County Fair)

Projected Event/Activity Impact:

Describe how the event/activity will affect the Newport economy (e.g., room nights,  
number of visitors/attendees, restaurant sales, retail sales, etc.):

This event will draw out of town participants who  
will use local hotels, restaurants and other services.  
In particular the sanctioned poultry show and  
exciting rodeo events will bring participants and visitors.  
In addition, this event offers many local businesses  
a significant sales opportunity as well as out of town  
vendors who then buy product locally and stay in local  
lodging. Because this event is billed as a celebration  
of our local community, publicity outside the county  
enhances our image which impacts tourism throughout  
the year. We drew over 13,000 visitors to Newport  
last year which brought significant dollars into the  
town's economy. Because the Fair is free admission  
attendees have that much more to spend locally, we  
are excited to capitalize on last year's success  
and increase the reach of this Newport-based event.

**Financial Reporting Requirements:**

Please provide a proposed budget of revenues and expenditures in a form similar to the following:

**PROPOSED REVENUES**

Source #1	<u>Vendor Fees/Revenue</u>	Amount	\$ <u>25,000</u>
Source #2	<u>County Contribution</u>	Amount	\$ <u>30,000</u>
Source #3	<u>Donations/Sponsors</u>	Amount	\$ <u>30,000</u>
Source #4	<u>InKind Donations</u>	Amount	\$ <u>10,000</u>
Source #5	<u></u>	Amount	\$ <u></u>
<b>TOTAL REVENUES</b>			\$ <u>95,000</u>

**PROPOSED EXPENDITURES**

Use #1	<u>Entertainment</u>	Amount	\$ <u>30,000</u>
Use #2	<u>Contract Services</u>	Amount	\$ <u>30,000</u>
Use #3	<u>Operations</u>	Amount	\$ <u>25,000</u>
Use #4	<u>Promotion</u>	Amount	\$ <u>10,000</u>
Use #5	<u></u>	Amount	\$ <u></u>
Use #6	<u></u>	Amount	\$ <u></u>
Use #7	<u></u>	Amount	\$ <u></u>
Use #8	<u></u>	Amount	\$ <u></u>
Use #9	<u></u>	Amount	\$ <u></u>
Use #10	<u></u>	Amount	\$ <u></u>
<b>TOTAL EXPENDITURES</b>			\$ <u>95,000</u>

**REVENUES MINUS EXPENDITURES** \$ 0

As a final condition to accepting granted funds, the applicant agrees to provide the City of Newport with a final report summarizing result of the event/activity (e.g., attendance, local and regional publicity, lodging occupancy, closing revenue and expenditure report, etc.), with a detailed and verified accounting.

May 12, 2016  
Date

Michèle R Osterhoudt  
Applicant Signature  
Michèle R Osterhoudt  
Applicant Printed Name



## County of Lincoln

## Finance & Accounting

210 SW 2ND St.  
Newport, Oregon 97365  
(541) 265-4167  
FAX (541) 265-4101

### LINCOLN COUNTY, OREGON TAX EXEMPT STATUS

Lincoln County, Oregon is a political subdivision of the State of Oregon established under the Oregon Constitution and exercising those powers granted under state law, including and especially Oregon Revised Statutes ("ORS") Chapter 203. The Legislature has granted counties the ability to exercise authority within the county over matters of county concern to the fullest extent allowed by the Constitution and laws of the United States and Oregon (ORS §203.035).

As a political subdivision, Lincoln County is exempt from all local and state taxes. The County's taxpayer identification number (TIN) is 93-6002304.


If your company is a vendor of goods or services for Lincoln County and offers government pricing discounts, please consider this a request to extend that pricing to Lincoln County.

Questions should be directed to:

Lincoln County Finance Director  
210 SW Second Street  
Newport, OR 97365

Telephone: 541-265-4167  
Fax: 541-265-4101  
Email: [jriessbeck@co.lincoln.or.us](mailto:jriessbeck@co.lincoln.or.us)

Sincerely,

  
Janice Riessbeck  
Finance Director



**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2

Name (as shown on your income tax return) <b>LINCOLN COUNTY</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>GOVERNMENT ENTITY</b>	
<input checked="" type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>210 SW 2ND STREET</b>	Requester's name and address (optional)
City, state, and ZIP code <b>NEWPORT, OR 97365</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
93 6002304

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Janise Russel</i>	Date ▶ 1/14/11
------------------	---	----------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

# City Council Agenda Item Report

Agenda Item No. 2016-301

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

From the Destination Newport Committee – Recommendation to approve Tourism Marketing Grant Application for the Barrel to Keg Gravel to Pavement Bike Ride

## **Recommendation:**

I move to approve the Tourism Marketing Grant Fund application submitted by the Community Services Consortium for assistance with marketing and advertising for the Barrel to Key Gravel to Pavement Bike Ride in the amount of \$2,000 for the July 17, 2016 event.

## **ATTACHMENTS**

- [City Manager Report and Recommendation - Destination Recommendation-Barrel to Keg etc. ride.pdf](#)
- [Staff Report for Barrel to Keg Gravel to Pavement Bike Race.docx](#)
- [Tourism Marketing Grant Application for Community Services Consortium.pdf](#)

## CITY MANAGER'S REPORT AND RECOMMENDATION



Agenda #:7.F.  
Meeting Date: 6-6-16

### Agenda Item:

**From the Destination Newport Committee - Recommendation to approve Tourism Marketing Grant Application for the Barrel to Keg Gravel to Pavement Bike Ride**

### Background:

The Destination Newport Committee reviewed a request for assistance with marketing and advertising for the Barrel to Keg Gravel to Pavement Bike Ride. This one-day event will cover 44 miles of gravel and 23 of paved roads starting in Philomath and ending in Newport, with the event being held on July 17. Destination Newport recommended \$2,000 in funding be provided for this event.

### Recommendation:

I recommend the City Council consider the following motion:

**I move to approve the Tourism Marketing Grant Fund application submitted by the Community Services Consortium for assistance with marketing and advertising for the Barrel to Key Gravel to Pavement Bike Ride in the amount of \$2,000 for the July 17, 2016 event.**

### Fiscal Effects:

\$25,000 is appropriated annually for the marketing of these events. This is the first year for this event to receive this grant.

### Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel, City Manager



**STAFF REPORT  
CITY COUNCIL AGENDA**

**Prepared by:** Cindy Breves

**Title:** Consideration of an Award for a Tourism Marketing Grant for the Barrel to Keg Gravel to Pavement Bike Ride

**Recommended Motion:**

I move to approve the tourism marketing grant fund application, submitted by the Community Services Consortium for assistance with marketing and advertising for the Barrel to Keg Gravel to Pavement Bike Ride, in the amount of \$2,000.

**Background Information:**

The Community Services Consortium is organizing a one-day bike ride that has 44 miles of gravel and 23 miles of paved roads. This bike ride starts in Philomath and ends here in Newport. These bike rides are popular in the Pacific Northwest. This will be a sister event to the Keg to Barrel race. Marketing will focus in both Oregon and Washington using social media, blogs, wine magazines, beer magazines, and OR Bike.

**Fiscal Notes:**

If approved, this funding would come from the \$25,000 in Transit Room Tax monies that have been set aside for Tourism Marketing Grants. This will be the first year for this event to receive this grant.

**Alternatives:**

None.

**Attachments:**

Tourism Marketing Grant Fund Application submitted by the Community Services Consortium.

**General Information:**Name of Applicant Organization: Community Services ConsortiumMailing Address: 120 NE Avery StreetCity, State, Zip: Newport, OR 97365Telephone: 541-574-2277Fax: 541-265-8507E-Mail Address: dteem@communityservices.usPrincipal Contact (If different from Applicant): Daniella CrowderMailing Address (If different from Applicant): 150 NW 6th StreetCity, State, Zip: Newport, OR 97365Telephone: 541-265-9916Fax: 541-265-9916E-Mail Address: bikenewport@charter.netDate(s) and Time(s) of Event: July 17th, 2016 9am - 5pm

Description of Event or Activity\*: Barrel to Keg Gravel to Pavement Bike Ride. Will follow on the day after the popular Barrel to Keg Relay. This is a one day bike ride that has 44 miles of gravel and 23 miles of pavement. Begins in Philomath at Harris Bridge Vineyard and ends at Yaquina Bay Yacht Club in Newport. Gravel events attract people from all over the Pacific Northwest and being a "sister event" of

B2K, hoping to gain a lot of people wanting to do both events and spend the weekend in Newport.

Nature of Event or Activity:

Single Day Event July 17

Multi-night local lodging event \_\_\_\_\_ days

Extended calendar event. \_\_\_\_\_ days

Amount of Funding Requested: \$ 2000Total Event/Activity Budget: \$ 6000

What specific marketing expenditures will the granted funds be used for?\*

Oregon and Washington targeted marketing efforts will include: Promoting event through OR Bike which has a reach of 50,000 cyclists in OR & WA.

Promoting event in bike, beer, and wine magazines, blogs, and social media.

Website built and will link w/ Barrel to Keg site, Bike Newport site, Travel Oregon's ~ Ride Oregon Ride site.

Marketing materials such as posters, flyers, and web designed advertising to use with social media.



List event/activity supporters or partners\*: Community Services Consortium and Bike Newport have  
partnered on this event and will work together on cross promoting to the over 600 Barrel to Keg relay runners.  
This will be a fundraising ride for Community Services Consortium. Harris Bridge Vineyard is donating their venue  
for start of event. Yaquina Bay Yacht Club is donating use of Clubhouse for finish party. Rogue Brewery  
is donating beer for finish party.  
Emerald Springs has donated all the water for ride.

Applicant/organization must be a non-profit corporation. **Attach a copy of the IRS determination letter.**

Has applicant received funding in prior years from the city for this event/activity? If yes, when:

No, this is a first year event.

**Projected Event/Activity Impact:**

Describe how the event/activity will affect the Newport economy (e.g., room nights, number of visitors/attendees, restaurant sales, retail sales, etc.): As ride begins in Philomath and finishes in Newport, we are encouraging all riders to have their family or friends drop them at the start and head to Newport to spend the day shopping, visiting attractions, eating at our restaurants, etc. Ride is  
67 miles so it will take riders from 4-7 hours to complete so there is plenty of time to shop, eat, stay, & play in Newport! As we are partnering w/ the Barrel to Keg Relay, we are hoping that people will challenge  
themselves and do both events which will encourage them to stay multiple nights in Newport. It is our  
experience that rides like this attract people from all over the state (& Washington) and they make a  
weekend out of coming to the Coast and will bring their families, friends, etc. We are really going to  
promote the attractions, shops, and restaurants in Newport to the families & friends of riders and have  
them join us at finish line which is conveniently located at end of Bayfront. We are hoping to grow this  
ride for next year and promote it as a "weekend" of activity on the Oregon Coast!

**Financial Reporting Requirements:**

Please provide a proposed budget of revenues and expenditures in a form similar to the following:

**PROPOSED REVENUES**

Source #1	<u>Participation Fees</u>	Amount	\$ <u>4000</u>
Source #2	<u>Grants</u>	Amount	\$ <u>2000</u>
Source #3	<u></u>	Amount	\$ <u></u>
Source #4	<u></u>	Amount	\$ <u></u>
Source #5	<u></u>	Amount	\$ <u></u>
<b>TOTAL REVENUES</b>			\$ <u>6000</u>

**PROPOSED EXPENDITURES**

Use #1	<u>OR Bike promotions package</u>	Amount	\$ <u>550</u>
Use #2	<u>Registration &amp; rider insurance fees</u>	Amount	\$ <u>750</u>
Use #3	<u>Volunteer &amp; rider t-shirts</u>	Amount	\$ <u>700</u>
Use #4	<u>Services: porta potty &amp; tent rentals</u>	Amount	\$ <u>300</u>
Use #5	<u>Website design</u>	Amount	\$ <u>550</u>
Use #6	<u>Graphics design &amp; marketing materials &amp; printing</u>	Amount	\$ <u>470</u>
Use #7	<u>First aide person &amp; supplies</u>	Amount	\$ <u>300</u>
Use #8	<u>Rest area food &amp; course marking supplies</u>	Amount	\$ <u>900</u>
Use #9	<u>Bus transportation for riders</u>	Amount	\$ <u>300</u>
Use #10	<u>Ads in magazines, on web, and social media</u>	Amount	\$ <u>600</u>
<b>TOTAL EXPENDITURES</b>			\$ <u>5420</u>

**REVENUES MINUS EXPENDITURES** \$ 580

As a final condition to accepting granted funds, the applicant agrees to provide the City of Newport with a final report summarizing result of the event/activity (e.g., attendance, local and regional publicity, lodging occupancy, closing revenue and expenditure report, etc.), with a detailed and verified accounting.

4/27/16  
Date

Daniella Crowder  
Applicant Signature  
Daniella Crowder  
Applicant Printed Name

## INSTRUCTIONS AND PROCEDURES FOR EVENT/ACTIVITY GRANT APPLICATION

1. Complete the prepared application for event/activity grant funding. The forms can be obtained from the city manager's office at the Newport City Hall or on the city website at [www.newportoregon.gov](http://www.newportoregon.gov). Use only the city form when preparing an application.
2. Applications for grant funds should follow this timeline:  
  
Applications must be submitted a minimum of two months prior to the scheduled event. The Destination Newport Committee will consider applications at their regular monthly meetings. Applications for events that have already occurred will not be accepted.
3. Applications for funding will be reviewed by the Destination Newport Committee and recommendations will be forwarded to the City Council for final approval. Incomplete applications will be returned to applicant for correction, and may not be considered if the delay creates a late application.
4. The applicant, or applicant's representative, may attend the Destination Newport Committee meeting at which the application will be considered. No applicant presentation is required, but applicant should be prepared to respond to questions.
5. Applications submitted after an event/activity occurs will be rejected.
6. Applicants are required to provide the city with a final report summarizing the results of the event/activity (e.g., attendance, local and regional publicity, lodging occupancy resulting from the event, closing revenue and expenditure report, etc.). This information must be submitted to the city manager's office no later than one month from the final day of the event/activity. Samples of all marketing materials and acknowledgements should be attached to this report. Failure to provide a final report to city shall jeopardize future applications
7. The purpose of the grant program is to promote tourism and increase stays in lodging establishments within the city limits of Newport. Funding for events/activities scheduled for the off and/or shoulder seasons, September 15 through June 15 will be given priority. Funding may not be provided for well established events/activities, although funding may be provided for expansion or changes of existing events if the city determines the changes will increase tourism.
8. Preference will be given to events/activities that have taken place for three years or less, or new components/improvements to existing events/activities.

9. Events/activities may not be considered for funding more than three times. Applicant should plan for other funding sources beyond the third request.
10. Funding is contingent upon available monies, and the process is competitive. There is no guarantee that funding, if granted, will be available for an event/activity in subsequent years.
11. Acknowledgement must be given to the City of Newport in all promotional materials, and programs associated with the event/activity.

OCT 15 2007

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 10 2007

HOUSING EMPLOYMENT & LEARNING  
PROGRAMS FOR SELF-SUFFICIENCY  
545 SW 2ND ST STE A  
CORVALLIS, OR 97333-4466

Employer Identification Number:  
71-0931219  
DLN:  
17053265705077  
Contact Person: SHAWNDEA KREBS ID# 31072  
Contact Telephone Number:  
(877) 829-5500  
Public Charity Status:  
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated June 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Letter 1050 (DO/CG)



**CHARTER**  
**COMMUNITY SERVICES CONSORTIUM**  
**BENTON, LINCOLN AND LINN COUNTIES, OREGON**

**PREAMBLE**

WHEREAS, Benton, Lincoln and Linn Counties desire to cooperate in the planning and delivery of human service programs, and

WHEREAS, Benton, Lincoln and Linn Counties are eligible and have elected to serve as the governing body for a community action program under regulations issued by the Community Services Program and Community Services Consortium, and

WHEREAS, Benton, Lincoln and Linn Counties, independently eligible program agents, desire to continue acting as a consortium to act as a program agent pursuant to the Workforce Investment Act (WIA), and

WHEREAS, ORS Chapter 190 permits units of local government to enter into agreements for such purposes,

NOW, THEREFORE, Benton, Lincoln and Linn Counties, Oregon, hereby jointly establish the Community Services Consortium, hereinafter referred to as CSC, to be governed by the following articles:

**ARTICLE 1**

**NAME, AREAS SERVED, MEMBERSHIP**

The organization shall consist of the following parties:

1. BENTON COUNTY - A home rule county with a 2000 population of 78,153.
2. LINCOLN COUNTY - A county with a 2000 population of 44,479.
3. LINN COUNTY - A county with a 2000 population of 103,069.

## ARTICLE 2

### PURPOSE

CSC shall operate as a community action agency to coordinate the planning and delivery of social services to residents of Benton, Lincoln and Linn Counties. CSC shall address the needs of low income and at-risk persons and shall work toward the goal of alleviating the conditions and causes of poverty.

## ARTICLE 3

### GOVERNING STRUCTURE

#### 1. Consortium Governing Board.

a. Membership: CSC shall be governed by the Consortium Governing Board consisting of the nine elected commissioners from the three counties.

b. Meetings: The Governing Board shall hold one regular meeting every other month. The time and place of the regular meeting shall be set by the Board at its first meeting in January. Governing Board members shall be sent an agenda for a regular meeting at least ten days prior to the date of the meeting. The Chair may call special meetings from time to time as needed. The Chair shall mail notice of any special meeting at least five days in advance of the meeting date. In case of an actual emergency, a special meeting may be held upon such notice as is appropriate to the circumstances. The minutes of an emergency meeting shall describe the emergency and the notice given.

A majority of the Governing Board members or the governing body of any member county may, by petition to the Governing Board Chair, direct the call of a special meeting subject to the notice provisions contained in this subsection.

All action taken by the Board shall be done by a majority vote, providing that a quorum of five members is present.

c. Powers and Duties: The Governing Board, as a full Board or through its Executive Committee, shall have authority to: Adopt the annual budget and audit; approve concept papers, contracts, and grants pursuant to current approved signature levels; select service providers; approve the compensation and classification plan and any collective bargaining agreement; complete the annual evaluation of the Executive Director; select and appoint the Executive Director; give final approval for all policies; review close-out and monitoring reports; and take such other action as necessary as the Governing Board of CSC.

d. Officers: The Governing Board shall select a chair and a vice chair at its January meeting. The chair and vice-chair shall be from different counties and shall also serve as chair and vice-chair of the Executive Committee.

e. Voting: Each Governing Board member shall have one vote.

2. Executive Committee.

a. Membership: The Governing Board chair and vice-chair, along with the third county's representative, serve as the CSC Executive Committee.

b. Meetings: The Executive Committee shall hold one regular meeting every other month and also shall meet whenever the Governing Board fails to achieve a quorum. The time and place of the regular meeting shall be set by the Governing Board at its first meeting in January. Executive Committee members shall be sent an agenda for a regular Executive Committee meeting at least one week prior to the date of the meeting.

c. Powers and Duties: The Executive Committee shall have authority to make decisions, and the Governing Board may ratify those decisions through approval of the consent calendar. The consent calendar shall be provided to the Governing Board with each regular meeting agenda.

d. Voting: All action taken by the Executive Committee shall be done by a majority vote, providing that a quorum of two members is present.

3. Governing Board Chair.

a. Powers and Duties: The Governing Board Chair shall preside at all Governing Board and Executive Committee meetings. The Chair shall serve as the liaison between the Executive Director and the Governing Board. In this capacity, the Chair shall have chief responsibility to provide leadership to the agency and to ensure that the Governing Board is kept apprised of agency issues.

The Chair shall execute all CSC grants, contracts, and similar documents as approved by the Governing Board or the Executive Committee.

4. Governing Board Vice-Chair.

The Governing Board Vice-Chair shall discharge the duties of the Governing Board Chair during the absence or incapacity of the Chair.

5. Advisory Councils.

Each county participating in the Consortium shall appoint members to the Community Action Advisory Council (CAAC) and the Workforce Investment Board (WIB) from citizens of that member county. Lincoln County shall appoint community representatives to the Head Start Policy Council.

a. Membership: Members of the advisory councils shall be appointed for terms in accordance with each council's bylaws.

b. Powers and Duties: The advisory councils shall advise the Governing Board regarding service needs, CSC policy and procedures, and other matters. Advisory council bylaws shall be adopted by the Governing Board. The Head Start Policy Council shall make recommendations to the Governing Board pursuant to that Council's bylaws and the Governing Board shall have the authority to make decisions based on those recommendations.

#### 6. 501(c)(3) Organizations:

CSC has four 501(c)(3) designations: Linn Benton Food Share, Community Housing Services, Direct Client Services and Head Start in Lincoln County. All four designations are governed by the CSC Governing Board. The business of each of the four 501(c)(3)'s shall be conducted pursuant to its bylaws as overseen by the CSC Governing Board.

#### 7. Budget Committee.

The Governing Board shall appoint a CSC Budget Committee pursuant to ORS 294.900 to 294.930.

The Budget Committee shall discharge the powers and duties relating to the CSC budget as provided in ORS 294.905 to 294.930. Bylaws shall be approved by the Governing Board.

#### 8. Other Committees.

The Governing Board may establish additional committees or subcommittees as necessary to accomplish its purpose or as required pursuant to federal or state directives.

## ARTICLE 4

### ALLOCATION OF BENEFITS AND LIABILITIES

#### 1. Benefits.

Resources administered by the CSC shall be equitably allocated to the participating counties based on community need, population, funding availability, or as established by federal or state directives.

#### 2. Liabilities.

If liability for misuse of federal and/or state funds which is not covered by the Community Services Consortium can be identified to a specific county, that county shall be held responsible for such liability within the limits of the Oregon Constitution. If such liability can be identified to a specific county or counties, they shall be held responsible for their proportionate share of that liability within the limits of the Oregon Constitution. If liability cannot be identified to a specific county or counties, liability shall be shared, within the limits of the Oregon Constitution, on the basis of population ratios between the counties as defined in Article 1 of this Charter.

## ARTICLE 5

### AMENDMENT, PARTIAL PARTICIPATION AND DISSOLUTION

This Charter shall take effect at such time as the governing bodies of Benton, Linn and Lincoln Counties have all adopted and executed this Charter and shall be in continuous effect from that date until dissolution of the CSC as herein provided. This Charter supersedes the previous CSC Charter of March, 1994. This Charter may be amended upon the affirmative vote of each county. Any party to this agreement shall have the right to withdraw from a program or programs administered by the CSC upon notification in writing to the Executive Committee and (other) member counties' Boards of County Commissioners sixty (60) days prior to the proposed effective date of such withdrawal.

The withdrawal of any one party hereto shall not have the action of dissolving the CSC. Withdrawal of two or more members will have the effect of dissolution of the CSC.



## ARTICLE 6

## COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

CSC will operate in compliance with all applicable federal, state and local laws or ordinances.

Dated this 8<sup>th</sup> day of May, 2003.

BENTON COUNTY  
BOARD OF COMMISSIONERS

[Signature]

Chair

[Signature]

Commissioner

[Signature]

Commissioner

Approved as to Form:

[Signature] 5-8-03  
Office of County Counsel

Dated this 28<sup>th</sup> day of April, 2003.

LINN COUNTY  
BOARD OF COMMISSIONERS

[Signature]

Chair, Cliff Wooten

[Signature]

Commissioner, John K. Lindsey

[Signature]

Commissioner, Roger Nyquist

Approved as to Form:

[Signature]  
Office of County Counsel

Dated this 2<sup>nd</sup> day of April, 2003.

LINCOLN COUNTY BOARD OF COMMISSIONERS

[Signature]

Chair

[Signature]

Commissioner

[Signature]

Commissioner

Approved as to Form:

[Signature]  
Office of County Counsel

# City Council Agenda Item Report

Agenda Item No. 2016-293

Submitted by: Cindy Breves

Submitting Department Public Works

Meeting Date: June 6, 2016

## **SUBJECT**

Memorandum of Understanding Between the Port of Newport and the City of Newport Regarding the Exchange of Dredge Materials for Clean Materials

## **Recommendation:**

I move authorization of a Memorandum of Understanding between the Port of Newport and the City of Newport regarding the disposal of dredge materials, and authorize the City Manager to sign on behalf of the City of Newport.

## **ATTACHMENTS**

- [City Manager Report and Recommendation - Memorandum of Understanding with Port of Newport.pdf](#)
- [Letter and MOU from port of Newport.pdf](#)
- [MOU with Port of Newport RE dredge spoils Staff Report.docx](#)

## **CITY MANAGER'S REPORT AND RECOMMENDATION**



Agenda #:8.A.  
Meeting Date: 6-6-16

### **Agenda Item:**

## **Memorandum of Understanding Between the Port of Newport and the City of Newport Regarding the Exchange of Dredge Materials for Clean Materials**

### **Background:**

The Port of Newport has approximately 40,000 yards of clean unbuildable materials to dispose of at the International Terminal in order to facilitate continued development of the terminal site. In discussions with the Port, we have worked out an exchange whereby the Port will be able to dispose of these materials at locations at the Municipal Airport, as determined by the City. The Port would then be responsible for all grading, following existing contours, as well as restoration and seeding of any disturbed sites. In exchange, the city will be able to take the same amount of buildable clean sand that is stockpiled near NOAA in South Beach. The Port will have three years to dispose of their material at the airport unless mutually agreed to by both parties. The city will have ten years to take material from the South Beach sand pile for future projects. This exchange will help facilitate the Port's development of the International Terminal, and provide a ready source of materials for city projects occurring in the future.

### **Recommendation:**

I recommend the City Council consider the following motion:

**I move authorization of a Memorandum of Understanding between the Port of Newport and the City of Newport regarding the disposal of dredge materials, and authorize the City Manager to sign on behalf of the City of Newport.**

### **Fiscal Effects:**

None directly to the city. The availability of 40,000 yards of buildable sand material will reduce cost for future projects.

### **Alternatives:**

Do not go forward with the agreement or as recommended by City Council.

Respectfully Submitted,

Spencer R. Nebel, City Manager



600 S.E. BAY BOULEVARD NEWPORT, OREGON 97365 PHONE (541) 265-7758 FAX (541) 265-4235 [www.portofnewport.com](http://www.portofnewport.com)

RECEIVED

MAY 10 2016

CITY OF NEWPORT

May 6, 2016

Spencer Nebel, City Manager  
City of Newport  
169 SW Coast Hwy  
Newport, OR 97365

Dear Mr. Nebel,

Enclosed please find two originals of the Memorandum of Understanding between the Port of Newport and the City of Newport regarding disposal of dredge materials. This MOU was approved by the Port Board of Commissioners at their Regular Meeting on 4/26/16, and was signed by Kevin Greenwood for the Port.

Please complete the signature and approval, and return one original to our office. If you have any questions or need additional information, please call or email.

Your attention is appreciated.

Sincerely,

Karen Hewitt  
Administrative Assistant

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the PORT OF NEWPORT, an Oregon governmental entity organized under ORS Ch. 198 and Ch. 777 (hereinafter referred to as PORT), and the City of Newport, an Oregon Municipality formed under ORS Ch. 221 (hereinafter referred to as City).

### WITNESSETH:

#### RECITALS.

**WHEREAS**, the parties hereto wish to enter into a memorandum of understanding to provide operational benefits to both parties as it relates to the acquisition, storage and disposal dredge materials; and

**WHEREAS**, it is in the mutual interests of the parties to cooperate in removing and relocating dredge materials and "clean unbuildable materials" to acceptable and agreed upon sites; and

**WHEREAS**, the Port has access to "clean buildable materials" owned by the State of Oregon and the City desires to acquire "clean buildable materials" for its purposes

**WHEREAS**, the parties acknowledge that they have lawful authority to execute this Memorandum of Understanding; and being fully advised,

**NOW, THEREFORE**, the premises being in general as stated in the foregoing recital, it is agreed by and between the parties hereto as follows:

1. **Purpose.** The Port is hereby authorized during the term of this Memorandum of Understanding to dispose of "clean unbuildable material" upon City real property at sites located at the Newport Municipal Airport and as approved by the City. The Port is responsible for the costs associated with the transport and stockpiling of the described materials to the approved site(s) including any road maintenance or restoration that may be necessary as a result of trucking the material to the site. The Port shall promptly maintain or restore access roads as needed when requested by the City. The stockpiled "clean unbuildable material" shall be pushed off at the site and graded to emulate the existing topography. The material shall be seeded after stockpiling is completed. For every cubic yard of "clean unbuildable material" disposed of by the Port at the Airport, the Port will provide to the City, at no cost to the City, a cubic yard of "clean buildable material." It is understood that the "clean buildable material" will remain in a stockpile at the Port until needed by the City.
2. **Definitions.**  
 "Clean unbuildable materials" means waste materials that cannot be recycled or reused in future construction projects. "Clean" refers to being environmentally clean, meaning that the materials are free of contaminants that may cause harm to people, animals, or environments that they come into contact with. Common contaminants include corrosive, combustible, radioactive or zootoxic materials. "Clean unbuildable material" does not include: organic or biological waste (including food or yard waste), brick, concrete, rubble, metals, plastics, cardboard, contaminated soil, glass, fiberglass, or hazardous household waste such as chemicals, appliances, tires, or electronics. As used in this memorandum "clean buildable material" shall mean dredge sand.



3. **Acknowledgment.** The parties acknowledge that the "clean buildable material" is obtained and is owned by the State of Oregon. The said material to be supplied to the City will be acquired by the Port from the State of Oregon at no cost to the City. Port will pay the charge for such materials at the current rate as established by the State of Oregon. City shall allow the Port access to dispose of "clean unbuildable materials at reasonable times and places on the Airport site. "Clean buildable material" will be provided to the City as described herein and will be transported at the sole cost of the City to locations/projects and at times as determined by the City.
4. **Amendment Provisions.** The terms of this agreement may be amended by mutual agreement of the parties: Any amendments shall be in writing and shall refer specifically to this agreement, and shall be executed by the parties.
5. **Termination of Agreement.** This agreement shall continue for a period of 10 years from the date of execution, and shall continue in effect until terminated by the Port or City with written notice of such intent to terminate provided to the other party. The effective date of termination shall be 90 days after said Notice
6. **Written Notice Addresses.** All written notices required under this Agreement shall be sent to:

Port: General Manager  
Port of Newport  
600 SE Bay Blvd  
Newport, OR 97365

CITY: City Manager  
City of Newport  
169 SW Coast Hwy  
Newport, OR 97365

IN WITNESS WHEREOF, the parties, by the signature of their authorized representative executed this Agreement effective on the date shown below each signature.

Port of Newport:

City of Newport:

By: 

By: \_\_\_\_\_

Printed Name: KEVIN M. GREENWOOD

Printed Name: \_\_\_\_\_

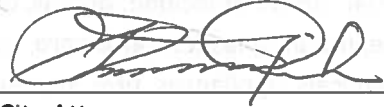
Title: General Manager

Title: City Manager

Date: 5/5/2016

Date: \_\_\_\_\_

APPROVED AS TO FORM.



City Attorney

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the PORT OF NEWPORT, an Oregon governmental entity organized under ORS Ch. 198 and Ch. 777 (hereinafter referred to as PORT), and the City of Newport, an Oregon Municipality formed under ORS Ch. 221 (hereinafter referred to as City).

### WITNESSETH:

#### RECITALS.

**WHEREAS**, the parties hereto wish to enter into a memorandum of understanding to provide operational benefits to both parties as it relates to the acquisition, storage and disposal dredge materials; and

**WHEREAS**, it is in the mutual interests of the parties to cooperate in removing and relocating dredge materials and “clean unbuildable materials” containing organic matter to acceptable and agreed upon sites; and

**WHEREAS**, the Port has access to “clean buildable materials” owned by the State of Oregon and the City desires to acquire “clean buildable materials” for its purposes

**WHEREAS**, the parties acknowledge that they have lawful authority to execute this Memorandum of Understanding; and being fully advised,

**NOW, THEREFORE**, the premises being in general as stated in the foregoing recital, it is agreed by and between the parties hereto as follows:

1. **Purpose.** The Port is hereby authorized during the term of this Memorandum of Understanding to dispose of “clean fill material” of approximately 40,000 yards, upon City real property at sites located at the Newport Municipal Airport approved by the City. The Port is responsible for the costs associated with the transport and stock-piling of the described materials to the approved site(s). For every cubic yard of “clean fill material” disposed of by the Port at the Airport, the Port will provide to the City, at no cost to the City, a cubic yard of “clean buildable material.”

2. **Definitions.**

“Clean fill materials” means waste materials that can be recycled or reused in future construction projects.

“Clean” refers to being environmentally clean, meaning that the materials are free of contaminants that may cause harm to people, animals, or environments that they come into contact with. Common contaminants include corrosive, combustible, radioactive or zootoxic materials. Materials accepted as “clean fill material” includes brick, concrete, dirt, top soil, gravel, rubble and cement. “Clean fill material” does not include: organic or biological waste (including food or yard waste), metals, plastics, cardboard, contaminated soil, glass, fiberglass, or hazardous household waste such as chemicals, appliances, tires, or electronics. As used in this memorandum “clean buildable material” shall mean dredge sand.

3. **Acknowledgment.** The parties acknowledge that the "clean buildable material" is obtained and is owned by the State of Oregon. The said material to be supplied to the City will be acquired by the Port from the State of Oregon at no cost to the City. Port will pay the charge for such materials at the current rate as established by the State of Oregon. City shall allow the Port to access the Airport site to dispose "clean unbuildable material" at reasonable times and places. "Clean buildable material" will be provided to the City as described herein and will be transported at the sole cost of the City to locations/projects and at times as determined by the City.
  
4. **Amendment Provisions.** The terms of this agreement may be amended by mutual agreement of the parties: Any amendments shall be in writing and shall refer specifically to this agreement, and shall be executed by the parties.
  
5. **Duration and Termination of Agreement.** This agreement shall continue for a period of 10 years from the date of execution, and shall continue in effect until terminated by the Port or City with written notice of such intent to terminate provided to the other party. The effective date of termination shall be 90 days after said Notice. The Port will have 3 years from the date of execution of this Memorandum of Understanding to relocate and dispose of the "clean unbuildable material" at the Airport site, unless the parties mutually agree to extend said time period.
  
6. **Written Notice Addresses.** All written notices required under this Agreement shall be sent to:

Port:            General Manager  
                   Port of Newport  
                   600 SE Bay Blvd  
                   Newport, OR 97365

CITY:           City Manager  
                   City of Newport  
                                  169 SW Coast Hwy  
                   Newport, OR 97365

IN WITNESS WHEREOF, the parties, by the signature of their authorized representative executed this Agreement effective on the date shown below each signature.

Port of Newport:

City of Newport:

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: General Manager

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM.

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City Attorney

# City Council Agenda Item Report

Agenda Item No. 2016-294

Submitted by: Cindy Breves

Submitting Department Public Works

Meeting Date: June 6, 2016

## **SUBJECT**

Authorization of a Contract with the State of Oregon Office of Emergency Management (OEM) for Public Assistance for a Federally Declared Disaster.

## **Recommendation:**

I move to approve the contract with the State of Oregon Office of Emergency Management for Public Assistance for declared disaster DR-4258-OR and authorize the City Manager to execute the agreement on behalf of the City of Newport.

## **ATTACHMENTS**

- [City Manager Report and Recommendation - Contract State of Oregon Emergency Mgmt..pdf](#)
- [OEM 4258-DR-OR agreement Staff Report 5-23-16.docx](#)
- [OEM 4258-DR-OR agreement.pdf](#)

## **CITY MANAGER'S REPORT AND RECOMMENDATION**



Agenda #:8.B.  
Meeting Date: 6-6-16

### **Agenda Item:**

### **Authorization of a Contract with the State of Oregon Office of Emergency Management (OEM) for Public Assistance for a Federally Declared Disaster.**

#### **Background:**

Between December 6 and December 23, 2015, the City of Newport experienced a series of winter storms that created significant damages in northwest Oregon. Lincoln County was included in a Federal disaster declaration on February 17, 2016, which enable the City to obtain funding for reimbursement for a portion of the expenses incurred by the City to deal with the disaster. The City is entitled to received 75% of the costs incurred for disaster response and repair. In order to proceed with this reimbursement, the City Council must authorize the execution of the attached agreement with the Office of Emergency Management. City Attorney, Steve Rich, has reviewed the agreement.

Please note, that the City is pursuing a second source of funding to assist the homeowners on NE 70<sup>th</sup> Drive. Under the mitigation program, that was part of the federal declaration, funding may be available to purchase the properties that were directly impacted by the December slides in this area based on 75% of the market value of the homes prior to the disaster. The City would be responsible for removing the structures and addressing general cleanup of the slide area. This would be handled in a separate mitigation grant agreement, and is not included in the agreement before the Council for the public assistance agreement if funded.

#### **Recommendation:**

I recommend the City Council consider the following motion:

**I move to approve the contract with the State of Oregon Office of Emergency Management for Public Assistance for declared disaster DR-4258-OR and authorize the City Manager to execute the agreement on behalf of the City of Newport.**

#### **Fiscal Effects:**

The costs incurred by the City to repair public infrastructure from storms that occurred between December 6 and December 23 is in excess of \$100,000. With approval of this agreement, the City may receive up to 75% of the costs incurred.



**Alternatives:**

None recommended.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel", is positioned above the printed name.

Spencer R. Nebel  
City Manager



**STAFF REPORT  
CITY COUNCIL AGENDA**

**Prepared by:** Timothy Gross, PE, Director of Public Works/City Engineer

**Title:** Contract with the State of Oregon Office of Emergency Management (OEM) for Public Assistance for Declared Disaster DR-4258-OR

**Recommended Motion:**

I move to approve the contract with the State of Oregon Office of Emergency Management (OEM) for Public Assistance for Declared Disaster DR-4258-OR and authorize the City manager to execute the agreement on behalf of the City of Newport.

**Background Information:**

Between December 6 and December 23, 2015, the City of Newport was struck by severe winter storms including straight line winds, heavy rain, land and mud slides. The City sustained in excess of \$100,000 worth of damage as a result of these storms.

On February 17, 2016, the State of Oregon received a federal disaster declaration for Clatsop, Columbia, Coos, Curry, Lane, Lincoln, Linn, Multnomah, Polk, Tillamook, Washington, and Yamhill counties. City staff have been working with FEMA to receive assistance to offset some of the disaster response costs the City has incurred. FEMA, administered through OEM, will reimburse 75% of the costs for disaster response and repair. In order to be eligible for these funds, the City must execute the attached agreement with OEM. The City attorney has reviewed this agreement.

**Fiscal Notes:**

None at this time. A report with the total disaster expenditures and FEMA reimbursement will follow at a later meeting.

**Alternatives:**

Reject the agreement. The City would then be responsible for 100% of the disaster costs.

**Attachments:**

- OEM 4258-DR-OR agreement

STATE OF OREGON  
OFFICE OF EMERGENCY MANAGEMENT  
INFRASTRUCTURE CONTRACT 4258-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and the City of Newport, a political subdivision of the State of Oregon, hereinafter referred to as the "SUBRECIPIENT". This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) June 30, 2026.

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Winter Storms, Straight-line winds, Flooding, Landslides and Mudslides from December 6-23, 2015 and

WHEREAS OEM is authorized by the 2016 FEMA-State Agreement for the 2015 Severe Winter Storms, Straight-line Winds, Flooding, Landslides, and Mudslides to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4258-DR-OR ("FEMA Declaration"), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of December 6-23, 2015, in the manner described herein and in accordance with the completed Project Worksheets sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed and approved Project Worksheet substantially in the form of the attached Exhibit B.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period."

#### 4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s).

#### 5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4258-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

#### 6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
  - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-4258-DR-OR, that amount is \$121,800.
  - b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
  - a) Large Projects are eligible for funding in excess of the amount allowed for Large Projects, as provided in 44 CFR 206.205(b).
  - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.
  - c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by OEM, and

final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4258-DR-OR and the amount(s) approved in the applicable PW. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

## 7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.333.

## 8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200.333 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313, 314 and 329, and the following requirements:
  - a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.
  - b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Domestic Assistance (CFDA) number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
  - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property/equipment. Any loss, damage or theft shall be investigated.
  - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
  - f. If the Subrecipient is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
  - g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

## 9.0 AUDITS

If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name (OEM), program name, federal catalog number (CFDA-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.



The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements, and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

#### 10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBRECIPIENT shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBRECIPIENT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBRECIPIENT obtains recovery from a responsible party, the SUBRECIPIENT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBRECIPIENT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

#### 11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113.

#### 12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

### 13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

### 14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the SUBRECIPIENT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the SUBRECIPIENT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30 day notice of cancellation issued by the insurance company.

### 15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

### 16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OEM and SUBRECIPIENT that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

### 17.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. In the event of termination of this

Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.

2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.
3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or Failure in such time and on such terms as OEM may specify in such notice.

## 18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

## 19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.145(2), indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBRECIPIENT, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

## 20.0 SUBRECIPIENT ASSURANCES

SUBRECIPIENT represents and warrants to OEM as follows:

1. SUBRECIPIENT is political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 17, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4258; Wages, Hours and Records Laws (ORS Chapter 652) Conditions

of Employment Laws (ORS Chapter 643) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Reserved
12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its

Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

13. Reserved

14. Reserved

15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

16. Notice of awarding agency requirements and regulations pertaining to reporting.  
– Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects to OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.

17. Subrecipient will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

## 21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

## 22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for, or referring to the project.

## 23.0 INSURANCE

The SUBRECIPIENT will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

## 24.0 SEVERABILITY

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions and applications of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

## 25.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

## 26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

NAME  
TITLE  
ADDRESS  
CITY  
Phone:  
Fax:

For OEM:

Clint Fella  
Alternate Governor's Authorized Representative  
Office of Emergency Management  
P. O. Box 14370  
Salem, OR 97309-5062  
Phone: (503)378-2911, ext 22227  
Fax: 503-373-7833

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

## 27.0 ENTIRE AGREEMENT

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement with



completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.

\_\_\_\_\_  
 Clint Fella, Alternate GAR  
 Office of Emergency Management  
 Date:

\_\_\_\_\_  
 Subrecipient Signature  
 Printed Name:  
 Title:  
 Date:

APPROVED  
 FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE  
 FOLLOWING TO EXPEDITE PROCESSING

Cynthia Byrnes  
 Assistant Attorney General  
 By Email  
 DATE:

Federal Tax ID No. (TIN):

DUNS #:

Organization:

Office of Emergency Management  
 P. O. Box 14370  
 Salem, OR 97309-5062  
 CFDA: 97-036

Address:

Phone:

**Approved as to Form**



\_\_\_\_\_  
 City Attorney

# City Council Agenda Item Report

Agenda Item No. 2016-298

Submitted by: Cindy Breves

Submitting Department Community Development

Meeting Date: June 6, 2016

## **SUBJECT**

Authorization to Reconfigure a Conservation Easement and Release of Public Road Easements within the Northgate Industrial Park

## **Recommendation:**

I move approval of the reconfiguration of the conservation easement by replacing the conservation easement that was included in the original terms of the Declaration of Covenants for the Northgate Industrial Park with a grant of irrevocable conservation easement by the Central Lincoln People's Utility District, extending for a depth of 50 feet along the west boundary of the property boarding Highway 101, and approve the release of public road designations within the plat of the Northgate Industrial Park, with the City Manager being authorized to execute the appropriate documents with the Central Lincoln People's Utility District to implement these changes.

## **ATTACHMENTS**

- [City Manager Report and Recommendation - Reconfiguration of the City Conservation Easement.pdf](#)
- [Staff Report Reconfiguration of Conservation Easement.pdf](#)
- [Exhibit A Map](#)
- [QUIT CLAIM Release of Conservation Easement](#)
- [New Conservation Easement](#)
- [QUIT CLAIM Release of Public Road Easements](#)
- [1998 Declaration of Covenants](#)
- [Newport News-Times Article 7-12-95](#)

## **CITY MANAGER'S REPORT AND RECOMMENDATION**



Agenda #:8.C.  
Meeting Date: 6-6-16

### **Agenda Item:**

### **Authorization to Reconfigure a Conservation Easement and Release of Public Road Easements within the Northgate Industrial Park**

#### **Background:**

The Central Lincoln People's Utility District is constructing a new maintenance facility to replace its operations in South Beach. The location of this facility will be property known as the Northgate Industrial Park, which is located north of the Oregon State Police post bounded by Highway 101 to the west and NE Avery Street to the east. When this property was initially configured as an industrial park, a 50-foot conservation easement was extended along Highway 101 to preserve the natural look of the north entrance way to the City of Newport. Furthermore, the plat surrounded a .23-acre piece of property that was not owned by the developer, and has also been acquired by Central Lincoln PUD that was annexed to the City earlier this year. The plat provided for a buffer zone around this previously separate site. In addition, the Northgate Industrial Park was divided into a series of lots that were accessed by two cul-de-sacs. Since the entire property has been acquired by PUD, for the purposes of developing the entire site, PUD is requesting that the City release those two cul-de-sacs that were part of the previous development.

The City is proposing to replace the conservation easement, which was done as part of the Declaration of Covenants initially recorded by the property owner. This would give the City an opportunity to utilize our standard conservation easement language for this purpose.

Please note that the roads were not dedicated as streets so the City only needs to issue a quit claim deed to address the elimination of the two cul-de-sacs.

The Central Lincoln PUD Board of Directors will consider modifying the conservation easement and quit claim deeds at their June 8, 2016, meeting, pending positive action by the City Council.

The end result of this effort will be to continue maintaining a 50-foot conservation easement along Highway 101 creating a natural screen to the PUD's new maintenance facility as initially proposed when this property was annexed into the City. It will also eliminate access easements that were part of the Northgate Industrial Park to various platted lots that will no longer be used as individual sites, and it will facilitate efficient use of this site by the PUD to build their new operations center.

#### **Recommendation:**

I recommend that the City Council consider the following motion:

I move approval of the reconfiguration of the conservation easement by replacing the conservation easement that was included in the original terms of the Declaration of Covenants for the Northgate Industrial Park with a grant of irrevocable conservation easement by the Central Lincoln People's Utility District, extending for a depth of 50 feet along the west boundary of the property boarding Highway 101, and approve the release of public road designations within the plat of the Northgate Industrial Park, with the City Manager being authorized to execute the appropriate documents with the Central Lincoln People's Utility District to implement these changes.

**Fiscal Effects:**

None directly to the City in making these modifications.

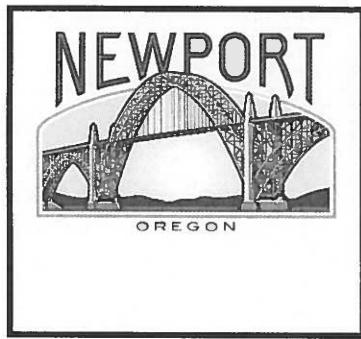
**Alternatives:**

None recommended.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "S. R. Nebel", is written over a faint, light blue circular stamp.

Spencer R. Nebel, City Manager



**Title:** Reconfiguration of Conservation Easement and Release of Public Road Easements within the Northgate Industrial Park

**Prepared by:** Derrick I. Tokos, AICP, Community Development Director

**Recommended Motion:** I move to approve the reconfiguration of the conservation easement to a uniform 50-feet in width and the release of public road easements within the plat of the Northgate Industrial Park as discussed, and authorize the City Manager to coordinate with the Central Lincoln People's Utility District to finalize and sign said documents.

**Background Information:** The Central Lincoln People's Utility District ("Central Lincoln") is constructing a new maintenance facility to replace its existing operation in South Beach and is asking that the City of Newport consent to reconfigure an existing conservation easement and release its interest in public road easements because they conflict with Central Lincoln's design for the site. The maintenance facility will include a remodeled, 12,000 square foot light industrial building (formerly Ferguson Plumbing Supply), a new 49,500 square foot operations building, a new 8,380 square foot equipment building and an open storage yard.

The subject property, now known as Northgate Industrial Park, was annexed to the City of Newport on May 5, 1997 (Ord. #1765.) At that time, it was a portion of a larger subdivision known as Ocean Forest Estates. When the property was annexed, the City required the owner put in place a 50-foot conservation easement, the purpose of which was to preserve the natural appearance at the north entrance to the City along US 101. The easement was established in an unusual manner, as part of a declaration of covenants initially recorded by the property owner on September 25, 1998 and re-recorded on June 18, 1999 (ref: Book 383, Page 1867, Lincoln County Deed Records). The plat of the Northgate Industrial Park reconfigured the old Ocean Forest Estates lots into 15, 1-acre light industrial lots. This occurred in 2001. Road access easements were established at the time to provide a means of access to some of the lots. The conservation easement was also depicted on the plat, and wrapped around a .23 acre unplatted piece of land that was held under separate ownership at the time.

The .23 acre, unplatted property was acquired by Central Lincoln and annexed to the City earlier this year (Ord. #2092). Central Lincoln also purchased Lots 1 through 11 of the Northgate Industrial Park. They then filed a partition application with the City of

Newport to consolidate the 11 lots and the .23 acre unplatted property into a single parcel. That partition application was approved on May 25, 2016 (File 2-PAR-16).

With the consolidation of the lots into a single parcel, it is not necessary that the conservation easement wrap around the .23 acre unplatted piece of property. Straightening the easement so that it is a linear 50-feet in width allows Central Lincoln to gain developable property without compromising the original intent of the easement. This also provides an opportunity to standardize the terms of the conservation easement into a format the City has used with other properties. Reconfiguring easements does not normally require City Council approval; however, in this case the original terms in the declaration of covenants stipulated that the easement could only be modified by majority vote of the Council (ref: Declaration of Covenants, Section 11).

The public road easements were put in place to serve 1-acre industrial lots that will no longer exist as a result of the consolidation. They are unimproved and there is no public need for them to be retained. Because the roads were not dedicated, as required by ORS 92.175, the City need not follow the process for vacating rights-of-way set out in ORS Chapter 271 and can release and relinquish all rights, title, and interest to the easements via a quit claim instrument. The Lincoln County Surveyor's Office confirmed that they are comfortable with this approach.

A map showing how the conservation easement is to be reconfigured is attached. It also shows the two road access easements that will be released. Other utility easements internal to Central Lincoln's landholding are being realigned as part of the partition in order to accommodate the new maintenance facility.

Central Lincoln's Board of Directors will consider the modified conservation easement and quit claim deeds releasing a portion of the conservation easement and the public road easements at its June 8, 2016 meeting.

**Alternatives:** Refrain from reconfiguring the conservation easement and retain the road access easements. As noted above, there does not appear to be a clear public purpose for the City to take this approach and it would hamper Central Lincoln's ability to develop the site as they envision.

**Attachments:**

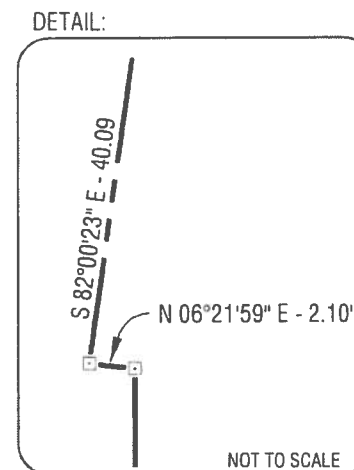
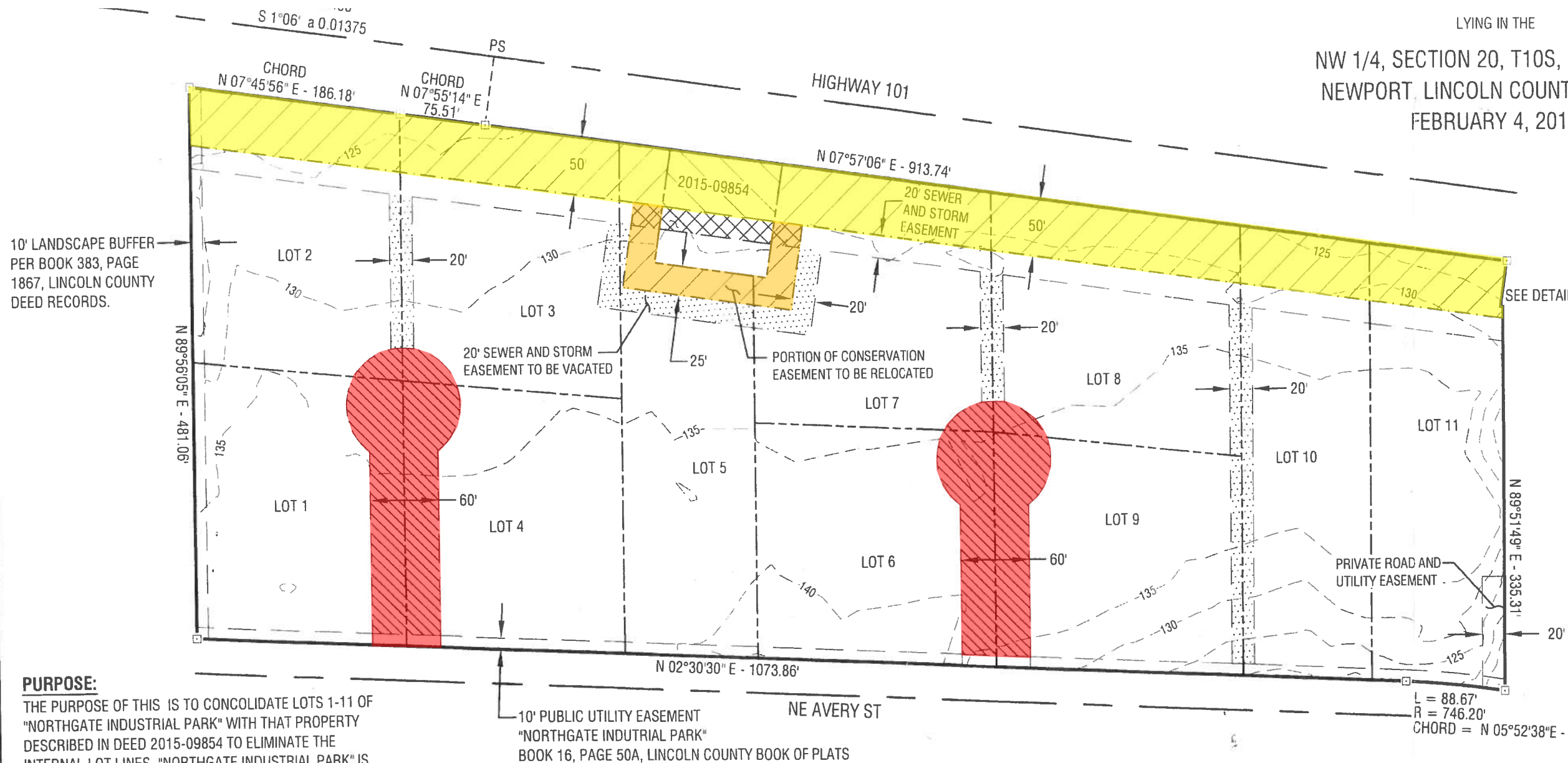
Map illustrating conservation easement modifications and road easements (Exhibit A)  
 New Conservation Easement  
 Quit Claim Deed and Release of Conservation Easement  
 Quit Claim Deed and Release of Public Road Easements  
 Declaration of Covenants (Book 383, Page 1867, Lincoln County Deed Records)  
 Newport News-Times article dated July 12, 1995



Red - Road Easements to be Released  
Orange - Conservation Easement to be Released  
Yellow - New Conservation Easement Alignment

PARTITION TENTATIVE PLAN  
A RE-PLAT OF A PORTION OF NORTHGATE INDUSTRIAL PARK  
FOR  
CENTRAL LINCOLN PUBLIC UTILITY DISTRICT

LYING IN THE  
NW 1/4, SECTION 20, T10S, R11W, W.M.  
NEWPORT, LINCOLN COUNTY, OREGON  
FEBRUARY 4, 2016



**PURPOSE:**

THE PURPOSE OF THIS IS TO CONCOLIDATE LOTS 1-11 OF "NORTHGATE INDUSTRIAL PARK" WITH THAT PROPERTY DESCRIBED IN DEED 2015-09854 TO ELIMINATE THE INTERNAL LOT LINES. "NORTHGATE INDUSTRIAL PARK" IS A SUBDIVISION RECORDED IN BOOK 16, PAGE 50A, LINCOLN COUNTY BOOK OF PLATS.

THE CREATION OF NEW EASEMENTS AND THE VACATION OF EXISTING EASEMENTS WILL HAPPEN CONCURRENTLY WITH PLAT REVIEW AND WILL BE SHOWN ON THE FINAL PLAT.

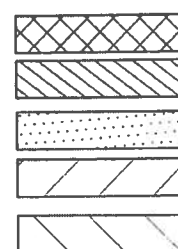
CONTOURS SHOWN ARE BASED ON THE NAVD 88 VERTICAL DATUM AND WERE PROVIDED BY THE CLIENT.

**CURRENT VESTING DEEDS:**

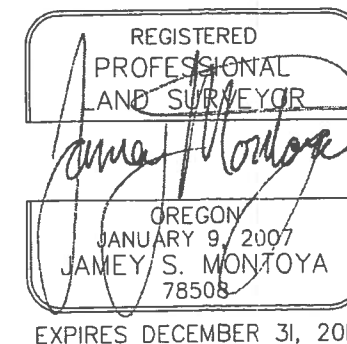
2015-09854  
2015-09859  
2015-09853  
2015-09852

THE AREA OF THE RESULTING PARCEL IS ±11.36 ACRES.

**LEGEND:**



PROPOSED 20' EASEMENT FOR STORM AND SEWER  
EXISTING PUBLIC ROAD EASEMENT TO BE VACATED  
EXISTING PUBLIC SEWER AND STORM DRAIN EASEMENT TO BE VACATED  
EXISTING CONSERVATION EASEMENT PER MF 383-1867, LINCOLN COUNTY DEED RECORDS  
RELOCATED PORTION OF CONSERVATION EASEMENT  
CALCULATED POINT  
POINT OF SPIRAL CURVE  
INTERNAL PROPERTY LINE TO BE ELIMINATED



Engineering | Surveying | Consulting

940 Willamette Street, Suite 310  
EUGENE, OR 97401  
541.686.6478

1001 SW Fifth Avenue, Suite 1100  
PORTLAND, OR 97204  
503.961.6440

PROJECT No. 4200-002-15

2/4/2016 9:31 AM

**GRANTOR:**

City of Newport  
169 SW Coast Highway  
Newport, OR 97365

**GRANTEE:**

(LIST APPROPRIATE PARTY)

**AFTER RECORDING RETURN TO:**

City Recorder  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365

**NO CHANGE IN TAX STATEMENTS**

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**STATUTORY QUITCLAIM DEED  
AND  
RELEASE OF CONSERVATION EASEMENT**

**RECITALS:**

- A. The purpose of this conveyance is to release and relinquish all of the right, title, and interest of the City of Newport, a municipal corporation of the State of Oregon (City), in a Conservation Easement described in Section 2 of the Declaration of Covenants, which arose from a grant from Gary and Vicki Gallagher, dated September 21, 1998, initially recorded on September 25, 1998 and re-recorded on June 18, 1999, in Book 383, Page 1867, Deed Records for Lincoln County, Oregon (Conservation Easement).
- B. The Conservation Easement crosses real property owned by Central Lincoln People's Utility District, an Oregon Domestic Nonprofit Corporation (Subject Parcel), described as:

Lots 1 through 11, Northgate Industrial Park and that part of Lot 3 in Section 20, Township 10 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, lying South of the South line of the Siletz Indian Reservation, described as follows:

Beginning at a point at the intersection of the South line of Government Lot 3 (being South of the South line of the Siletz Indian Reservation) in Section 20, Township 10 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, and the East right-of-way line of the relocated Oregon Coast Highway No. 101; thence North 7°57' East 22.9 feet along said highway East line to the true point of beginning; thence North 7°57'

East 100 feet along said right-of-way; thence South 81°48' East 100 feet; thence South 7°57' West 100 feet; and thence North 81°48' West 100 feet to the true point of beginning.

- C. The Conservation Easement granted City requires the property subject to the easement be maintained in a natural, undisturbed condition.
- D. City has determined that the Conservation Easement is no longer needed for public use and therefore can be terminated because it is being rededicated by separate instrument in a configuration that better meets the needs of the property owner and clarifies the terms of the easement in a manner that benefits both parties. Said easement is specifically described as:

An easement 50-feet in even width along the east side of the west line of Lots 1 through 11, Northgate Industrial Park, wherever said west line abuts US Highway 101 and an easement 25 feet in width extending onto Lots 5 and 7, Northgate Industrial Park along the northeast, east, and southeast sides of the following real property:

Beginning at a point at the intersection of the South line of Government Lot 3 (being South of the South line of the Siletz Indian Reservation) in Section 20, Township 10 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, and the East right-of-way line of the relocated Oregon Coast Highway No. 101; thence North 7°57' East 22.9 feet along said highway East line to the true point of beginning; thence North 7°57' East 100 feet along said right-of-way; thence South 81°48' East 100 feet; thence South 7°57' West 100 feet; and thence North 81°48' West 100 feet to the true point of beginning.

- E. City has determined that termination to Central Lincoln People's Utility District of the Quitclaim Portion is not contrary to the public's interest.

#### **QUITCLAIM AND RELEASE:**

1. For the above reasons, City, Grantor, hereby releases and quitclaims to Central Lincoln People's Utility District, Grantee, all rights, title and interest in the Quitclaim Portion described above.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE

LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true and actual consideration for this easement is other than a monetary payment.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF NEWPORT

\_\_\_\_\_  
Spencer Nebel, City Manager

STATE OF OREGON     )  
                                  ) ss  
County of Lincoln     )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the above named Spencer Nebel, City Manager of the City of Newport.

\_\_\_\_\_  
Notary Public for Oregon

**ACCEPTANCE OF QUITCLAIM AND RELEASE  
OF CONSERVATION EASEMENT**

\_\_\_\_\_ does hereby accept the above described Quitclaim Deed and Release of Conservation Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(LIST GRANTEE).

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON       )  
                                      ) ss  
County of Lincoln       )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ for the (GRANTEE).

\_\_\_\_\_  
Notary Public for Oregon

DRAFT

After Recording Return to:

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## CONSERVATION EASEMENT

### GRANT OF IRREVOCABLE (PERPETUAL) CONSERVATION EASEMENT BY THE CENTRAL LINCOLN PEOPLES UTILITY DISTRICT TO CITY OF NEWPORT, OREGON

#### ARTICLE 1: CONVEYANCE AND PURPOSE OF CONSERVATION EASEMENT

1.1 The Property. Central Lincoln Peoples Utility District, an Oregon Domestic Nonprofit Corporation (“Central Lincoln”), is the owner of a parcel of real property in the City of Newport, Lincoln County, Oregon which consists of approximately \_\_\_\_ square feet of land more particularly described in **Exhibit A** attached hereto and by this reference made a part hereof (the “Property”).

1.2 Purpose; Project. The purpose of the Conservation Easement is to preserve the native trees, vegetation, natural beauty and scenic values of the Easement Area in perpetuity (the “Purpose”). This Conservation Easement will replace a similar easement granted to the City of Newport in 1998 as part of a Declaration of Covenants recorded by the owner of the property at the time (ref: Book 383, Page 1867 of the Lincoln County Deed Records). Central Lincoln and the City of Newport agree that this course of action is necessary so that Central Lincoln can reconfigure the easement into a uniform 50-feet in width to better accommodate planned development and to clarify its terms.

1.3 Easement Grant. Central Lincoln does hereby grant to City a permanent, irrevocable, non-exclusive easement (the “Conservation Easement”) of the nature and character described herein over that portion of the Property generally described on the attached **Exhibit B** and depicted on **Exhibit C**, each attached hereto and by this reference made a part hereof (the “Easement Area”). The Conservation Easement shall continue in effect in perpetuity and shall run with the land, subject to the terms and conditions hereof.

1.4 Release of Prior Easement. The City of Newport intends to release its interest in the Conservation Easement contained in the Book 383, Page 1867 of the Lincoln County Deed Records. This will be accomplished by separate instrument that is to be recorded concurrent with the execution of this easement agreement.



## ARTICLE 2: CONDITIONS OF CONSERVATION EASEMENT

.1 The following covenants shall apply to the Easement Area:

- a. No cutting of native trees or removal of natural vegetation, except as allowed by law and as may be agreed for restoration and enhancement activities.
- b. No development or construction of any structures, buildings, fencing, roads or other non-natural features.
- c. No mining such as aggregate, sand, rock, gases, or minerals and no petroleum drilling.
- d. No cell, radio or other communication towers.
- e. No application of herbicides or pesticides is permitted if alternative methods of control, including removal by hand are available and not cost prohibitive. If alternative applications are not available or are cost prohibitive, hand application or injection of herbicides or pesticides may be used after notice has been posted in prominent locations in the Easement Area for at least ten days prior to application. The notice, at a minimum, shall identify the time and location of the areas of application, and the chemicals being used.
- f. No grading, cuts or fills or other alteration of topography is permitted except as may be agreed for restoration and enhancement activities.
- g. No dumping of garbage, yard debris, and other waste, nor permanent storage of trash anywhere on the Easement Area.
- h. No dumping or storage of hazardous materials.
- i. No use of motorized vehicles anywhere on the Easement Area except as may be agreed for restoration and enhancement activities.
- j. No subdivision of the Easement Area for any additional development except as allowed by law.

2. Central Lincoln may (shall have the right to) engage in the following activities in the Easement Area:

- a. If catastrophic events impact the Easement Area such as a mudslide, blow down, tsunami, earthquake or fire (collectively "Events") occur, Central Lincoln shall in good faith and in a timely manner use reasonable efforts to restore and stabilize the damaged areas according to best practices that are consistent with and support the purposes of this Conservation Easement and as long as such shall not further compromise the stability of the Easement Area. In restoring the Easement Area, Central Lincoln may remove and sell any salvageable timber

resulting from the Event. If the catastrophic event is an earthquake or tsunami and if it devastates the Easement Area and surrounding areas, Central Lincoln shall have no obligation to restore and stabilize the Easement Area.

- b. Improve the Property including the Easement Area as allowed by the law.
- c. Remove noxious weeds, bushes, and other invasive species.
- d. Remove any falling or fallen trees that threaten the safety of Central Lincoln personnel, members of the public, structures, or ingress and egress to the property.
- e. Plant or transplant trees, bushes, perennials, annuals and other flora anywhere on the Easement Area.
- f. Place signs on the Easement Area that reinforce the Conservation Easement such signage related to educational information, personal safety and prohibited activities.
- g. Sell, rent, mortgage, gift or devise the Property including the Easement Area.
- h. Possess all other rights to control and manage the Easement Area normally accorded property owners.
- i. Central Lincoln shall have the right to enter into additional easements and legal agreements concerning the Property and the Easement Area without approval of City as long as the additional easements or agreements do not materially violate or conflict with this Conservation Easement. The City shall be promptly informed in writing as to any additional easements/ agreements.
- j. All costs and liabilities to maintain the Property, including the Easement Area shall be the sole responsibility of Central Lincoln.

### ARTICLE 3: ENFORCEMENT OF THE CONSERVATION EASEMENT

3.1 This Conservation Easement may be enforced by Central Lincoln or the City or their respective successors in interest.

3.2 Any alleged violation of the Conservation Easement will be brought to the attention of both Central Lincoln and the City. If the violation includes acts contrary to state statutes, additional enforcement may include Newport Police Department, Lincoln County District Attorney's Office, and all other Lincoln County or State of Oregon Authorities.

3.3 Remedial measures for violations by third parties shall be instituted by Central Lincoln at the City's reasonable request.

3.4 Central Lincoln shall inspect the Easement Area at least annually to ensure that the covenants in this Conservation Easement are being adhered to, or sooner if a violation of the Conservation Easement is suspected or reported.

3.5 Central Lincoln shall maintain a written and photographic record of any inspections, reports of violations, and all remedial actions taken to assure the enforcement of the Conservation Easement.

3.6 Specific actions to be taken if a violation is suspected.

a. Notice of Intention to Undertake Certain Action; Clarification of Conservation Easement Terms. The reason for requiring Central Lincoln to notify and obtain approval from the City prior to undertaking certain activities, which might impair the conservation values or otherwise defeat or frustrate the purpose of this Conservation Easement, is to afford the City an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the covenants, other terms, conditions and/or purpose of the Conservation Easement. Whenever notice is required, or if Central Lincoln has a question as to whether an activity is consistent with the terms of this Conservation Easement or might negatively impact the conservation values of the Easement Area, Central Lincoln shall notify the City in writing not less than fourteen (14) days prior to the date Central Lincoln intends to undertake the activity in question; except that in an emergency forty-eight (48) hour oral notification to the City shall suffice. The notice shall describe the nature, scope, design, location, timetable, and any other material aspects of the proposed activity in sufficient detail to permit the City to make an informed judgment of the activity as to its consistency with the purpose of this Conservation Easement.

This term is in addition to any other notice or public forum actions required under this Conservation Easement.

b. City's Response. City shall give Central Lincoln a written response of its determination within ten (10) days after the receipt of Central Lincoln's written request. In the event the City fails to respond to Central Lincoln's written request within the ten (10) day period, such request shall be deemed approved. The City's approval shall be based upon the City's reasonable determination (a) that the proposed use or activity would be consistent with the provisions of the Conservation Easement, (b) that the proposed action will preserve and enhance the conservation values protected by this Conservation Easement, and (c) that the likely effect of the proposed action upon the conservation values of the Easement Area will be positive. Approval or disapproval shall be within the reasonable discretion of the City and may be granted upon conditions, provided they tend to further the purpose of this Conservation Easement. The consent of the City obtained in one circumstance shall not be deemed or construed to be a waiver by the City for any subsequent activities by Central Lincoln under this Article.

c. Mediation. If a dispute arises between the Parties concerning the consistency of any proposed use or activity with the purpose or terms of this Conservation Easement that they cannot resolve through unassisted consultation between themselves, and Central Lincoln agrees not to proceed with, or shall discontinue, the use or activity pending

resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. Within ten (10) days of the receipt of such a request, the Parties shall mutually select a single experienced and impartial mediator. If the parties are unable to agree on the selection of a single mediator, then the parties shall, within fifteen (15) days of receipt of the initial request, jointly apply to the presiding judge of the Lincoln County Circuit Court for the appointment of an experienced and impartial mediator. Mediation shall then proceed in accordance with the following guidelines:

(1) Purpose. The purpose of the mediation is to: (i) promote discussion between the parties; (ii) assist the parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions or restrictions of this Conservation Easement.

(2) Participation. The mediator may meet with the parties and their counsel jointly or ex parte. The Parties agree that they will participate in the mediation process in good faith and expeditiously, attending all sessions scheduled by the mediator. Representatives of both parties with settlement authority will attend mediation sessions as requested by the mediator. The Parties may invite additional persons, such as residents in and around the subject property, to participate in the mediation.

(3) Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator to third parties only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceeding or construed as an admission of a party.

(4) Time Period. Neither party shall be obligated to continue if the mediation process exceeds a period of forty-five (45) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

(5) Costs. The costs of the mediator shall be borne equally by Central Lincoln and the City; the parties shall bear their own expenses, including attorney's fees, individually.

d. City's Remedies. It is the City's preference and intent to work on a voluntary basis with the Central Lincoln to solve any problems that arise through unassisted and assisted discussions. However, despite good efforts there may be situations that require corrective action to be taken and the following procedures shall be followed and the following time frames provided to allow correction of problems before further action.

(1) Notice of Violation; Corrective Action. If the City determines that Central Lincoln or any occupant of the Property is conducting or allowing a use, activity, or condition on the Easement Area which is prohibited by the terms of this Conservation Easement

or that a violation of the terms of this Conservation Easement is threatened, City shall give written notice to Central Lincoln of such violation or threatened violation and demand corrective action sufficient to cure the violation or terminate the threat, and, where the violation involves injury to the Easement Area resulting from any use or activity inconsistent with the purposes of this Conservation Easement, to restore the portion of the Easement Area so injured.

(2) Injunctive Relief. If Central Lincoln fails to cure the violation within thirty (30) days after receipt of notice thereof from the City, or under circumstances where the violation cannot reasonably be cured within this period, fails to begin curing such violation within this period, and/or fails to continue diligently to cure such violation until finally cured. The City may enter upon the Easement Area and cure the violation, or bring an action at law or in equity in court of competent jurisdiction to enforce the terms of this Conservation Easement to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Easement Area to the condition that existed prior to injury.

(3) Damages. The City will be entitled to recover compensatory, but not punitive or consequential, damages for Central Lincoln's violation of the terms of this Conservation Easement, or injury to any conservation values protected by this Conservation Easement. Without limiting Central Lincoln's liability therefore, the City shall apply any damages recovered to the cost of undertaking any corrective action on the Easement Area.

(4) Emergency Enforcement. If the City, in its reasonable discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Easement Area, the City may (i) pursue its remedies under 4.6(b) without prior notice to Central Lincoln or without waiting for the period provided for cure to expire; and (ii) enter upon the Easement Area for the purpose of assessing damage or threat to the conservation values thereon and determining the nature of curative or mitigation actions that should be taken. Notwithstanding the foregoing, the City shall use its best efforts to give forty-eight (48) hours' notice to Central Lincoln of such actions taken under this subparagraph.

(5) Scope of Relief. The City's rights under this paragraph apply equally in the event of either actual or threatened violations of the covenants, other terms, conditions and purpose of this Conservation Easement. Central Lincoln and City expressly agree that the Easement Area, by virtue of its protected features, is unique and that a violation of this Conservation Easement, and any ensuing harm or alteration of the Easement Area, will result in damages that are irremediable and not subject to quantification. Accordingly, Central Lincoln agrees that City's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that City shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the City may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The City's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereinafter existing at law or in equity.

(6) Liquidated Damages. Inasmuch as the actual damages to the conservation values of the Easement Area which could result from a breach of this Conservation Easement by Central Lincoln would be impractical or extremely difficult to measure, the Parties agree that the money damages City is entitled to recover under ORS 105.810 shall be the following:

(i) With respect of the construction of any improvement prohibited by the Conservation Easement, that is not subsequently removed and the Easement Area restored to its previous condition within a reasonable amount of time specified by the City, the damages shall be an amount equal to the actual cost of removal of such improvement;

(ii) With respect to any use or activity prohibited by this Conservation Easement and not involving the construction or maintenance of an improvement, an amount equal to \$10,000 in 2014 Dollars; provided, however, that if timber is harvested in violation of the terms of this Conservation Easement, the amount determined under this subparagraph (ii) will be equal to the actual sales price or value realized upon disposition of such harvested timber; and

(iii) any other damages allowable under ORS 105.810 specifically including, without limitation, restoration of lost or damaged conservation values. Provided, however that in no circumstances shall the City be entitled to treble damages.

e. Costs of Enforcement. In any suit or action brought by the City to enforce or interpret the provisions of this Conservation Easement, the prevailing party shall be entitled to a judgment against the non-prevailing party for the prevailing party's costs and reasonable attorney's fees, including the costs of attorney's fees on appeal and in enforcing any judgment or decree, including in a bankruptcy proceeding.

f. City's Discretion. Enforcement of the terms of this Conservation Easement shall be at the reasonable discretion of the City, and any forbearance by the City to exercise its rights under this Conservation Easement in the event of any breach of any covenant or term of this Conservation Easement by Central Lincoln shall not be deemed or construed to be a waiver by the City of such covenant or term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of the City's rights under this Conservation Easement. No delay or omission by the City in the exercise of any right or remedy upon any breach by Central Lincoln shall impair such right or remedy or be construed as a waiver.

g. Waiver of Certain Defenses. Central Lincoln hereby waives the defenses of laches, and prescription. Laches constitutes the neglect or omission to assert a right as, taken in conjunction with lapse of time and other circumstances, causes prejudice to the adverse party. Prescription is defined as a manner of acquiring rights in a property of another by the passage of time and usage.

h. Acts Beyond Central Lincoln's Control. Nothing contained in this Conservation Easement shall be construed to entitle the City to bring any action against Central Lincoln for any injury to or change in the Easement Area resulting from causes beyond Central Lincoln's



control, including without limitation, other government's action, fire, flood, storm, tsunami, earthquake and other naturally occurring earth movement and other similar natural events, or from any prudent action taken by Central Lincoln under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes.

Additionally, damage caused by trespassers shall not be subject to action against Central Lincoln.

#### ARTICLE 4: LIABILITIES, TAXES, AND INDEMNIFICATION

4.1 Legal Requirements. Central Lincoln shall conduct its activities and uses in accordance with all applicable federal, state and local laws, regulations and requirements.

4.2 Taxes. For so long as the Easement Area is entitled to exemption from ad valorem property tax under Oregon law, the remainder of this Section 4.2 shall not be applicable. Subject to the foregoing and except as agreed by the parties in providing for the grant of this Conservation Agreement, Central Lincoln shall pay or cause to be paid before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively "taxes"), including any such taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish the City with satisfactory evidence of payment upon request. The City is authorized, but in no event obligated, to make or advance any payment of taxes, upon fifteen (15) days prior written notice to Central Lincoln in accordance with any bill, statement or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement or estimate, and the obligation, caused by such payment shall bear interest until paid by Central Lincoln the lesser of nine percent (9%) per annum or at the maximum rate allowed by law. It is intended that this Conservation Easement constitutes an enforceable restriction within the meaning of ORS 271.715 through 271.795.

4.3 Hold Harmless.

a. In accordance with Oregon law including but not limited to the Oregon Tort Claims Act (ORS 30.260 to 30.300), Central Lincoln shall hold harmless, indemnify, and defend the City and its officers, employees, agents, attorneys, and contractors and the successors and assigns of each of them (collectively the "City's Indemnified Parties") from and against all liabilities, penalties, losses, expenses, claims, damages, demands, causes of action, judgments or costs, including, without limitation, reasonable attorney's fees, arising from or in any way connected with or incident to injury to or the death of any person, or physical damage to any property, resulting from any of Central Lincoln's negligent, reckless or intentionally wrongful acts, omissions, conditions, or other matter related to or occurring on or about the Easement Area.

b. In accordance with Oregon law, including but not limited to the Oregon Tort Claims Act (ORS 30.260 to 30.300), the City shall hold harmless, indemnify, and defend Central Lincoln and its officers, executives, employees, agents, attorneys, and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Central

Lincoln's Indemnified Parties") from and against all liabilities, penalties, losses, expenses, claims, damages, demands, causes of action, judgments or costs, including, without limitation, reasonable attorney's fees, arising from or in any way connected with or incident to injury to or the death of any person, or physical damage to any property, resulting from any negligent, reckless or intentionally wrongful acts, omissions, or conditions related to or occurring on or about the Easement Area by the City, its officers, officials, employees, agents, attorneys, contractors, heirs, successors and assigns.

#### ARTICLE 5: EXTINGUISHMENT, CONDEMNATION, INABILITY TO PERFORM AND SUBSEQUENT TRANSFER

5.1. Extinguishment. If circumstances arise in the future that render the Purpose of this Conservation Easement impossible to accomplish (such circumstances to include global climate change, unstable soils, etc.), then this Conservation Easement can be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court having jurisdiction. The amount of the proceeds to which Central Lincoln or the City shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Easement Area subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by Oregon law at the time, in accordance with Section 5.2 of this Conservation Easement.

5.2. Condemnation. If all or any of the Easement Area is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, in whole or in part, Central Lincoln and the City shall act jointly to recover the full value of the interest in the Easement Area subject to the taking or in lieu purchase and all direct or incidental damages resulting from the taking or in lieu purchase. All expenses reasonably incurred by Central Lincoln and the City in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Except as provided by applicable law, the entire balance of the amount recovered shall be paid to Central Lincoln, and the City agree that the City's share of the balance of the amount recovered shall be zero.

5.3. The City's Inability To Fulfill Its Obligations. If the City for any reason cannot fulfill its obligations under this Conservation Easement, then after notice to Central Lincoln and notice to the public given thirty (30) days before the effective date of any action, the City shall assign its rights and obligations to another public entity, including but not limited to the State of Oregon, that is willing and able to receive the benefits and assume the obligations of the Conservation Easement; provided, however, that the assignee public entity's obligations shall be subject to the limitations of the Oregon Constitution, local charters, state and local laws, and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Such other entity, with purposes similar to Grantee's, constituting a "qualified organization" within the meaning of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable).

5.4. Application of Proceeds. The City shall use any proceeds received under the

circumstances described in this Article 6 for the purposes of this Conservation Easement grant.

5.5 Subsequent Transfers. Central Lincoln agrees to:

a. Incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Easement Area, including, without limitation, a leasehold interest;

b. Describe this Conservation Easement in and append it to any executory contract for the transfer of any interest in the Easement Area;

c. Give written notice to the City of the transfer of any interest in all or a portion of the Easement Area no later than thirty (30) days prior to the date of such transfer. Such notice to Grantee shall include the name, address, email and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of Central Lincoln to perform any act required by this subsection shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

ARTICLE 6: AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Central Lincoln and the City are free to jointly amend this Conservation Easement; provided that no amendment shall be allowed that will affect the qualification of this Conservation Easement or the status of the City under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision(s) then applicable). Any proposed change that affects the provisions and integrity of this Conservation Easement shall be directed to Central Lincoln and the City for their review and input, and shall require their written agreement to such changes if such changes alter any conditions set forth in the Conservation Easement. Changes shall not materially alter the conservation purposes of this Conservation Easement. Any such amendment shall be consistent with the Purpose of this Conservation Easement, shall not affect its perpetual duration, and shall be recorded in the official records of Lincoln County, Oregon, and any other jurisdiction in which such recording is required.

ARTICLE 7. ASSIGNMENT

This Conservation Easement is transferable, but the City may assign its rights and obligations under this Conservation Easement only to an organization that is a governmental entity or that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under applicable Oregon law (or any successor provision(s) then applicable), provided that if such vesting in any of the entities named above is deemed to be void under the Rule Against Perpetuities, the rights and obligations under this Conservation Easement

shall vest in such organization as a court having jurisdiction shall direct, pursuant to the applicable Oregon law and the Internal Revenue Code and with regard to the Purpose of this Conservation Easement. As a condition of such transfer, the City shall require that the transferee exercise its rights under the assignment consistent with the Purpose of this Conservation Easement. The City shall notify Central Lincoln in writing, at Central Lincoln's last known address, in advance of such assignment. The failure of the City to give such notice shall not affect the validity of such assignment nor shall it impair the validity of this Conservation Easement or limit its enforceability in any way.

#### ARTICLE 8. RECORDATION

The City shall record this instrument in a timely fashion in the official records of Lincoln County, Oregon, and in any other appropriate jurisdictions, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

#### ARTICLE 9. GENERAL PROVISIONS

11.1 Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Oregon.

11.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the Purpose of this Conservation Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

11.3 Severability. If any provision of this Conservation Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.

11.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement Area and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement Area, all of which are merged into this Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Article 6 hereof.

11.5 No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Central Lincoln's title in any respect.

11.6 Successors and Assigns. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties to this Conservation Easement and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Easement Area.

11.7 Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Easement or Protected Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

11.8 Counterparts. The parties may execute this instrument in two or more counterparts, which shall be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

#### ARTICLE 10. SCHEDULE OF EXHIBITS

- A. Legal Description of the Property
- B. Legal Description of Easement Area
- C. Drawing of Easement Area

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned Grantor (Central Lincoln) and Grantee (City of Newport) have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2016.

Grantor:  
CENTRAL LINCOLN PEOPLES UTILITY DISTRICT,  
an Oregon Domestic Nonprofit Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title

[Acknowledgment follows]

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_, as \_\_\_\_\_ of Oregon Museum of Science and Industry, an Oregon nonprofit corporation appeared before me and declared the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

Grantee:  
City of Newport, a municipal corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Title



STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_, as \_\_\_\_\_ of City of  
Newport, an Oregon municipal corporation appeared before me and declared the foregoing  
instrument to be its voluntary act and deed.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

## **EXHIBIT A**

### **Legal Description of the Property**

Lots 1 through 11, Northgate Industrial Park and that part of Lot 3 in Section 20, Township 10 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, lying South of the South line of the Siletz Indian Reservation, described as follows:

Beginning at a point at the intersection of the South line of Government Lot 3 (being South of the South line of the Siletz Indian Reservation) in Section 20, Township 10 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, and the East right-of-way line of the relocated Oregon Coast Highway No. 101; thence North 7°57' East 22.9 feet along said highway East line to the true point of beginning; thence North 7°57' East 100 feet along said right-of-way; thence South 81°48' East 100 feet; thence South 7°57' West 100 feet; and thence North 81°48' West 100 feet to the true point of beginning.

## **EXHIBIT B**

### **Legal Description of the Easement Area**

DRAFT

## EXHIBIT C

### Drawing of Easement Area

DRAFT

**GRANTOR:**

City of Newport  
169 SW Coast Highway  
Newport, OR 97365

**GRANTEE:**

(LIST APPROPRIATE PARTY)

**AFTER RECORDING RETURN TO:**

City Recorder  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365

**NO CHANGE IN TAX STATEMENTS**

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**STATUTORY QUITCLAIM DEED  
AND  
RELEASE OF PUBLIC ROAD EASEMENTS**

**RECITALS:**

- A. The purpose of this conveyance is to release and relinquish all of the right, title, and interest of the City of Newport, a municipal corporation of the State of Oregon (City), in Public Road Easements within the Plat of Northgate Industrial Park, which arose from a subdivision of the same name, recorded on March 15, 2001, in Book 16, Page 50, Plat Records for Lincoln County, Oregon (Public Road Easements).
- B. The Public Road Easements cross real property owned by Central Lincoln People's Utility District, an Oregon Domestic Nonprofit Corporation (Subject Parcel), described as:
- Lots 1 through 4 and Lots 6 through 9, Northgate Industrial Park
- C. The Public Road Easements authorize ingress, egress and the placement of utilities, and are presently undeveloped.
- D. City has determined that the Public Road Easements are no longer needed for public use because the Central Lincoln People's Utility District has eliminated the lots that the road easements were intended to serve with the partition approved by the City of Newport (ref: City of Newport file No. 2-PAR-16). Said easements are specifically described as:

Public Road Easement No. 1 (referenced as Easement "D" on the Plat of Northgate Industrial Park

An easement 60-feet in width with a 50-foot radius cul-de-sac over portions of Lots 1, 2, 3, and 4, Northgate Industrial Park.

Public Road Easement No. 2 (referenced as Easement “E” on the Plat of Northgate Industrial Park

An easement 60-feet in width with a 50-foot radius cul-de-sac over portions of Lots 6, 7, 8, and 9, Northgate Industrial Park.

- E. City has determined that termination to Central Lincoln People’s Utility District of the Quitclaim Portion is not contrary to the public’s interest.
- F. City further finds that because the Plat of Northgate Industrial Park contains no language dedicating the subject property for public purposes, as required by ORS 92.175, the City need not follow the process of vacating rights-of-way set out in ORS Chapter 271 and can release and relinquish all of the right, title, and interest of the City of Newport to the Public Road Easements with this quit claim instrument.

**QUITCLAIM AND RELEASE:**

- 1. For the above reasons, City, Grantor, hereby releases and quitclaims to Central Lincoln People’s Utility District, Grantee, all rights, title and interest in the Quitclaim Portion described above.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.



The true and actual consideration for this easement is other than a monetary payment.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF NEWPORT

\_\_\_\_\_  
Spencer Nebel, City Manager

STATE OF OREGON     )  
                                  ) ss  
County of Lincoln     )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the  
above named Spencer Nebel, City Manager of the City of Newport.

\_\_\_\_\_  
Notary Public for Oregon

**ACCEPTANCE OF QUITCLAIM AND RELEASE  
OF CONSERVATION EASEMENT**

\_\_\_\_\_ does hereby accept the above described Quitclaim Deed and  
Release of Conservation Easement this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(LIST GRANTEE).

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OREGON     )  
                                  ) ss  
County of Lincoln     )

This instrument was acknowledged before me on the \_\_\_\_\_ day of  
\_\_\_\_\_, 2016 by \_\_\_\_\_ as  
\_\_\_\_\_ for the \_\_\_\_\_ (GRANTEE).

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Notary Public for Oregon

DRAFT

B366 P0902 B383 P1867

## DECLARATION OF COVENANTS

Dated: 9/21/98, 1998RECITALS:

1. Gary Gallagher and Vicki Morin, hereinafter referred to as Declarants, are the owners of certain real property as more particularly described on the attached and incorporated Exhibit A. This real property shall hereinafter be referred to as the Property when referred to in the aggregate.

2. Declarants have pending before the City of Newport a series of land use actions which involve including the Property within the Urban Growth Boundary, annexing it into the City of Newport, designating it as industrial on the City's Comprehensive Plan Map and zoning it I-1 on the City's Zoning Map.

In the land use process, it has come to the attention of Declarants that the City of Newport on behalf of its citizens and residents (the public) and adjoining property owners, including but not limited to those owning property within 300 feet of the exterior boundaries of the Property, have expressed some concerns about the future uses of the Property, concerns acknowledged and shared by Declarants.

3. In order to address the concerns expressed, Declarants desire to create a series of use restrictions and other limitations on the Property. It is their express intent that the hereinafter set forth declarations shall be effective at such time as the land use actions referenced above have been enacted into law in final form by the City of Newport.

BASED UPON THE FOREGOING STATED INTENT, DECLARANTS DO HEREBY DECLARE AS HEREINAFTER SET FORTH AND BY SAID DECLARATION DO ESTABLISH CERTAIN COVENANTS, CONDITIONS AND RESTRICTIONS WITH REGARD TO THE PROPERTY, ALL AS HEREINAFTER SET FORTH:

Covenants, Conditions and Restrictions:

1. Any improvements of any nature whatsoever hereinafter placed, constructed or otherwise located upon the subject real property shall not exceed a height of 42 feet as computed by the height computation provisions of the City of Newport ordinances now or hereinafter in effect.

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After recording, return to:

Gary and Vicki Gallagher  
c/o P.O. Box 1730  
Newport, Oregon 97365

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JUN 15 1999

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B383 P1868

2. The Declarants do hereby declare and establish, give, grant, bargain and convey a buffer, the same to be a conservation easement to the City of Newport (public). The description of this easement and the conditions associated therewith shall be as follows:

a. An easement 50 feet in even width along the east side of the west line of the Declarants' property as above described wherever said west line abuts U.S. Highway 101. Additionally, where the property abuts the real property described on the attached and incorporated Exhibit B, said description shall be 25 feet in even width along the northeast, east and southeast sides of said Exhibit B property.

b. The entire easement, save and except for that 50 foot wide portion on Lot 9, Block 1, IRON MOUNTAIN BEACH, in the City of Newport, County of Lincoln, State of Oregon, hereinafter referred to as Lot 9, shall remain in its undisturbed present condition at all times hereinafter. In the event the buffer or any part thereof is damaged or destroyed by any negligent, intentional or reckless act or omission of the then owner or owners, their agents or contractors, then the buffer must be replanted by said owner or owners. The replanting must be accomplished within sixty days of the act or omission. The replanting must be accomplished with native vegetation of sufficient maturity so as to assure maximum survival rate and of a density sufficient to re-establish the characteristics with the replanted vegetation when fully mature to the same extent as existed prior to the damage or destruction. Should replanting be required as hereinabove described for every tree that is in excess of 20 feet that has been damaged or destroyed, two trees of between nine and ten feet in height shall be planted. In the event the buffer is damaged or destroyed by a means other than those just described in this paragraph, the affected adjacent owners (those within 300 feet of the perimeter of the property) and/or their agents and/or the City of Newport or its agents, may but shall not be required to repair or replant vegetation in the buffer area.

c. That portion of the 50 foot easement on Lot 9 shall continue in the same state as the remainder of the conservation easement area, save and except that on the southerly portion thereof Declarants reserve the right to locate an informational sign as more particularly hereinafter described. Any vegetation removed for the sign shall only be the minimal amount necessary to effectuate its placement and visibility from Highway 101 now and in the future. Further, if underground utilities to service all of the Property except for Lot 9 need to be placed within the easement at the direction of a qualified engineer because no other location is equal to or better than the use of Lot 9, the same may be installed and maintained underground within the minimum area necessary provided, however, that Declarants shall, upon completion of installation or repair, revegetate the entire area of construction within the easement with nursery stock natural vegetation of the kind then existing on the remainder of the easement.

d. For any revegetation required within these Declaration of Covenants, Declarants declare that any vegetation utilized in replanting, revegetation and the like shall not include deciduous dicots.

3. Under the terms of the City of Newport's Zoning Ordinance, at least 10 feet of landscaping is required along the north and south lines of the subject property. Declarants agree such buffering will consist of existing undisturbed natural indigenous vegetation. Declarants and

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8383 P1869

their successors shall maintain these buffer strips in the same manner as other required landscaping on the subject property.

4. At any time that Declarants, Declarants' heirs, successors and/or assigns commence development of any portion of Parcel 1 or Parcel 2 as described on the attached and incorporated Exhibit A abutting either the conservation easement or the ten foot north/south buffers described above before any clearing or construction commences, said developing party shall locate, mark and flag the interior adjacent conservation easement or landscape set back line to preserve these areas and protect them during the construction process. Such "flagging" shall be of such a nature so as to clearly delineate the boundary and shall consist of something such as mesh nylon construction fencing or similar clearly identifiable demarcation devices.

5. Declarants do hereby declare that said Lot 9 shall not be used for any purposes other than the conservation easement, the signage as hereinafter described, and if necessary the underground utilities, save and except that if any public agency requires an emergency or fire access across the easterly portion of Lot 9, then said use can be made of said Lot 9. No revegetation of the roadway is required as it is necessary to keep the roadway open for the purposes for which it was intended, i.e. emergency access.

6. Declarants do hereby declare that signage placed on Lot 9 shall adhere to the following terms and conditions:

a. The sign may be a "two-sided sign" as defined by the Newport City Zoning Ordinances now or hereinafter existing.

b. Based upon the Newport City Ordinances, the surface area of the sign shall not exceed the total area otherwise allowed by said ordinances (i.e. no size variance shall be allowed).

c. The sign so constructed and placed shall be of such a nature so as to identify the name of the intended industrial park on the remainder of the property and to identify by name only the various occupants that from time to time may be found in said industrial park. The intent of this provision is to create an informational and directional sign only.

d. The sign shall be of an aesthetically pleasing professional nature.

e. Nothing shall be so construed so as to limit the placement of real estate signs advertising the property for sale as may be authorized by the ordinances of the City of Newport.

7. There shall be no direct access to or from the Property onto U.S. Highway 101. There shall be no access to or from Lot 9 as hereinabove described onto N.E. 73rd Street, save and except for required emergency access as also referenced above.

8. Other than the signage on Lot 9 above described, there shall be no signage placed upon the property that is visible or is intended to be visible from U.S. Highway 101. As a

Page 3 - DECLARATION OF COVENANTS

[McGallagher, Inc.]

JUN 15 1999

B366 P0905

9383 P1870

result, there shall be no west facing signs allowed on the Property, save and except for Lot 9 as above described.

9. Declarants do hereby declare and establish that enforcement of the covenants, conditions and restrictions shall be available to the City of Newport and the affected property owners. These entities shall have all legal remedies without limitation to enforce said covenants, conditions and restrictions. In any enforcement proceeding that results in court action, the prevailing party shall be entitled to all reasonably incurred attorney fees and costs as may be established by the appropriate judiciary at trial or on appeal.


10. These covenants, conditions and restrictions shall run with the title to the Property and shall be perpetual in nature. They shall inure to the benefit not only of the City of Newport and the present affected property owners, but also the heirs, successors and assigns thereof.

11. These covenants, conditions and restrictions may not be modified, amended and/or eliminated in any way, save and except by a majority vote of a quorum of the City Council of the City of Newport and all the signatures of owners of at least fifty-one percent (51%) of the affected surrounding property, both by area and by number. The number of property owners shall be calculated as of the date this agreement is recorded. If any of the surrounding property is divided, the original parcel, regardless of the number of divisions, shall be counted as one property and have one vote in determining whether 51% by number agree to the proposed action.

12. Any on-site lighting shall be directional to the subject property to an extent reasonably possible. Available technology, if economically reasonable and prudent, shall be used to shield the light from interfering with the property defined as affected property herein. This directional lighting requirement shall not be imposed in any circumstance to defeat the reasonable business and safety reasons for such exterior lighting.

13. The consideration for these covenants, conditions and restrictions is the satisfaction of the Declarants' desire to benefit the City of Newport by preservation and enhancement (conservation) of the east side of the U.S. Highway 101 north entry into said City.

IN WITNESS WHEREOF, the Declarants have executed this Agreement on the date first above written.

  
Gary J. Gallagher

  
Vicki Morin

JUN 15 1999



B383 P1871

THIS DOCUMENT IS BEING RERECORDED TO CORRECT THE LEGAL DESCRIPTIONS ON THE ORIGINAL EXHIBIT A BY ELIMINATING THE ORIGINAL EXHIBIT A RECORDED IN BOOK 366, PAGE 0907 OF THE LINCOLN COUNTY RECORDS ON SEPTEMBER 25, 1998 AND REPLACING IT WITH EXHIBIT A AS HEREINAFTER SET FORTH.

Due to an intervening transfer, the present signators are the successors in interest to Gary Gallagher and Vicki Morin.

**EVERY STREET PARK LLC**

Gary J. Gallagher Revocable Trust, Member

By:

*Gary J. Gallagher*  
Gary J. Gallagher, Trustee

Vicki Morin Gallagher Revocable Living Trust, Member

By:

*Vicki Morin Gallagher*  
Vicki Morin Gallagher, Trustee

JUN 18 1999

B366 P0906

B383 P1872

STATE OF MONTANA )  
 ) ss.  
County of Leke )

This instrument was acknowledged before me on 21<sup>st</sup> Sept., 1998, by Gary J. Gallagher.

Karen J. Delluv  
NOTARY PUBLIC FOR MONTANA  
My Commission Expires: 11-1-98

STATE OF MONTANA )  
 ) ss.  
County of Leke )

This instrument was acknowledged before me on 21<sup>st</sup> Sept., 1998, by Vicki Morin.

Karen J. Delluv  
NOTARY PUBLIC FOR MONTANA  
My Commission Expires: 11-1-98

JUN 15 1999

B383 P1873

STATE OF MONTANA )  
 ) ss.  
 County of Snake )

On this 9th day of June, 1999, before me appeared Gary J. Gallagher, to me personally known, who being duly sworn as trustee of the Gary J. Gallagher Revocable Living Trust, Member of Avery Street Park, LLC, and that the instrument was signed in behalf of said limited liability company and acknowledged the instrument to be the free act and deed of the limited liability company.

Cathy M. Mannon  
 NOTARY PUBLIC FOR MONTANA  
 My Commission Expires: 5-31-2000

STATE OF MONTANA )  
 ) ss.  
 County of Snake )

On this 9th day of June, 1999, before me appeared Vicki Morin Gallagher, to me personally known, who being duly sworn as trustee of the Vicki Morin Gallagher Revocable Living Trust, Member of Avery Street Park, LLC, and that the instrument was signed in behalf of said limited liability company and acknowledged the instrument to be the free act and deed of the limited liability company.

Cathy M. Mannon  
 NOTARY PUBLIC FOR MONTANA  
 My Commission Expires: 5-31-2000

Page 5A - DECLARATION OF COVENANTS

JUN 18 1999

B383 P1874

## PARCEL I:

Lots 13, 14, 15 and that portion of Lot 12 which lies North of the Siletz Indian Reservation line, all in Block 1, OCEAN FOREST ESTATES, County of Lincoln and State of Oregon.

## PARCEL II:

Lots 6, 7, 8, 9, 10, 11 and all that portion of Lot 12 which lies South of the Siletz Indian Reservation line and all that portion of Lot 5 which lies within U.S. Lot 3, Section 20, Township 10 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon, all in Block 1, OCEAN FOREST ESTATES, County of Lincoln and State of Oregon.

## PARCEL III:

Lots 1, 2, 3, 4 and all that portion of Lot 5 which lies within U. S. Lot 4, Section 20, Township 10 South, Range 11 West, Willamette Meridian, Lincoln County, Oregon, all in Block 1, OCEAN FOREST ESTATES, County of Lincoln and State of Oregon.

## PARCEL IV:

Lot 9, Block 1, IRON MOUNTAIN BEACH, City of Newport, County of Lincoln and State of Oregon.

Substituted

EXHIBIT APAGE 1

JUN 15 1999

B366 P0908

B383 P1875

10.11.20  
 23  
 That part of Lot 3 in Section 20, Township 10 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, lying South of the South line of the Siletz Indian Reservation, described as follows:

Beginning at a point at the intersection of the South line of Government Lot 3 (being South of the South line of the Siletz Indian Reservation) in Section 20, Township 10 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, and the East right of way line of the relocated Oregon Coast Highway No. 101; thence North 7 deg. 57' East 22.9 feet along said highway East line to the true point of beginning; thence North 7 deg. 57' East 100 feet along said right of way; thence South 81 deg. 48' East 100 feet; thence South 7 deg. 57' West 100 feet; and thence North 81 deg. 48' West 100 feet to the true point of beginning.

STATE OF OREGON ) ss.  
 County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

Book 383 Page 1867

WITNESS my hand and seal of said office affixed.

*Dana W. Jenkins*  
 DANA W. JENKINS, Lincoln County Clerk

Doc : 6211484

Rect: 93474 51.00

06/18/1999 04:25:32pm



STATE OF OREGON ) ss.  
 County of Lincoln

I, Dana W. Jenkins, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

Book 360 Page 0902

WITNESS my hand and seal of said office affixed.

*Dana W. Jenkins*  
 DANA W. JENKINS, Lincoln County Clerk

Doc : 6136335

Rect: 86391 41.00

09/25/1998 02:19:02pm



EXHIBIT B

JUN 18 1999

Wednesday • July 12, 1995

## Newport commission endorses annexation for development

All members of the Newport Planning Commission were present at Monday's meeting. They are:

Dietmar Goebel  
Ken Johnson  
Loretta Macpherson  
Lill Patrick, chairperson  
Don Giles  
Stephen Hammond  
Mark Jones

By Steve Card

A plan to annex property in north Newport for light industrial development was endorsed by a majority vote of the Newport Planning Commission this week.

The commission met Monday night in the council chambers at Newport City Hall.

Vicki Morin Gallagher and Gary Gallagher, represented by Newport attorney Kurt Carstens, appeared before the commission to request the annexation and rezoning of their 15-acre parcel of property in north Newport.

This property is located between U.S. Highway 101 and Northeast Avery Street, just north of the Oregon State Police office.

The property is currently zoned by the county for residential development. The Gallaghers are asking the city to give it an I-1 "light industrial" zoning designation.

This is not the first time the planning commission has heard plans regarding the Gallaghers' property. When the property was first purchased, the Gallaghers intended to develop it as residential.

After five years, however, it ap-

peared there was little interest in that area as residential. So in the fall of 1992, the Gallaghers asked the city to annex the property and zone it for commercial development.

This proposal was met with objections from a number of people who believed that allowing commercial development would destroy the city's pristine northern entrance. The Newport City Council ultimately denied the Gallaghers' request.

The proposal brought forth at this week's meeting now calls for industrial - rather than commercial - development. It also proposes leaving a 50-foot vegetative buffer between the property and the highway in order to maintain the natural look of that area.

During his presentation, Carstens said there is an established need in Newport for additional commercial and industrial property. He cited a recent study conducted by the Yaquina Bay Economic Foundation, which inventoried all vacant commercial and industrial land in Newport and Toledo.

This study found that there is a critical shortage of developable industrial and commercial lands in Newport. It further states that these lands are needed to assure adequate employment opportunities.

Carstens also told the commission that in the time since the Gallaghers presented their previous proposal for the property, nearly three years ago, the development trend in north Newport

A2 News-Times, Newport, OR, Wednesday, July 12, 1995

## Planning commission Continued from Page A1

has turned in the direction of commercial and light industrial development.

Plans are in the works for the development of a new bowling center, and the United Parcel Service is going to be building a new facility in that area. "I would suggest to you that there is a difference in trend since that last time we were before you," Carstens said.

Some of the objections to the Gallaghers' proposal Monday night were similar to those voiced during the last go around. Concerns were expressed that industrial development would destroy the city's tree-lined north entrance. There were also concerns raised about the increase in traffic at the Highway 101 and Northeast 73rd Street intersection.

Carstens said that he understands the desire for maintaining the vegetation along this entrance to the city, "and this is your opportunity to make sure you get it," he told the commission.

The Gallaghers' proposal calls for leaving a 50-foot vegetative buffer strip, whereas some development that has already occurred in that area has cleared all vegetation right up to the highway. "This plan is for the greatest good. That's what this application is all about," Carstens said.

The matter of increased traffic at that intersection is also being addressed. When plans for a bowling alley were brought forth, the Oregon Department of Transportation asked that a traffic impact study of that area be conducted.

This study made several recommendations for improvements to the highway to accommodate traffic increases, and several property owners who stand to gain from

development in that area are currently negotiating an agreement to pay for those improvements. Carstens hopes that the agreement will be signed yet this month.

During deliberation, several commission members agreed that the Gallaghers' proposal seems to be an appropriate use for that property. "I think it's probably the wisest and best use for this property, and I like the plan," Commissioner Steve Hammond said.

Commissioner Dietmar Goebel did not agree. "We do need industrial property, (but) I'm not so sure that this is the best place for it," he said. "I can't understand why we put industrial on one end of town and the airport on the other. I think the north end is wrong for industrial."

Goebel said that despite wetlands constraints, development can yet occur in South Beach, and the Southshore project is an example of that.

Commissioner Ken Johnson said that Southshore is a residential development, which is more readily adaptable to wetlands conditions. "But industrial needs large, flat ground, and it isn't there (in South Beach)."

A motion was made to recommend approval of the Gallaghers' request to the Newport City Council. This motion was approved on a 5-2 vote with commissioners Goebel and Loretta Macpherson opposed.

The commission attached four conditions to its recommendation for approval. They are: a vegetative buffer along U.S. Highway 101 of at least 50 feet shall be maintained; maximum building height shall not exceed 42 feet; no direct accesses will be allowed onto U.S. Highway 101, but rather traffic will be di-

verted onto Northeast Avery Street or Northeast 73rd Street; and the applicants shall participate fully for their share of all intersection improvements at U.S. Highway 101 and Northeast 73rd Street as may be required.

In other business:

- The commission tabled a request from Sonshine Christian School to increase the number of its students from 70 to 140 and to expand the school from 1st through 7th grades to 1st through 8th grades.

The school is located at 809 SE Second St., at the First Christian Church.

Although the commission seemed inclined to grant this request, it involves the placement of a modular unit at the rear of the church property to accommodate the increase in enrollment.

The commission felt that the site plan presented by representatives of the Christian school was not detailed enough to supply all the needed information, so the matter was tabled until the commission's July 24 meeting.

- The commission also tabled a request from Michael and Reva Warden for a temporary use permit for an espresso cart at 1517 N. Coast Hwy. The commission said the site plan presented was not adequate for making a decision on this issue, and the Wardens were asked to provide additional information.

- A 12-month temporary use permit for an office on a used car lot at 550 E. Olive St. was granted to Jack B. Burton. Burton, who has been in the car sales business for the past 10 years, will be leasing property from Thompson Sanitary for this business venture.

Continued on Page A2



# City Council Agenda Item Report

Agenda Item No. 2016-306

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

Possible Consideration and Adoption of Resolution No. 3752, a Resolution Rescinding Resolution 3694, which established a tax rate on recreational marijuana and marijuana infused products

## **Recommendation:**

I move that Resolution No. 3752, a resolution rescinding Resolution No. 3694, which established a tax rate on recreational marijuana and marijuana infused products based on subsequent action by the City Council to place this matter on the November ballot for voter consideration.

## **ATTACHMENTS**

- [City Manager Report and Recommendation - Establish Reso. No. 3752, and Rescind Reso. No. 3694.pdf](#)
- [Res. No. 3752 - Rescinding Res. No. 3694 - Establishing a Tax Rate on Recreational Marijuana.docx](#)

## **CITY MANAGER'S REPORT AND RECOMMENDATION**



Agenda #:8.D.  
Meeting Date: 6-6-16

### **Agenda Item:**

**Possible Consideration and Adoption of Resolution No. 3752, a Resolution Rescinding Resolution 3694, which established a tax rate on recreational marijuana and marijuana infused products.**

### **Background:**

Earlier in this meeting the City Council considered repealing Ordinance No. 2071, which was an ordinance adopted in 2014, which established a local tax on sale of recreational marijuana. Also on October 21, 2014, the City Council adopted Resolution No. 3694, which established a tax rate of 0% on the gross sale of all paid to the seller of marijuana and marijuana infused products.

As indicated earlier, this ordinance and resolution have subsequently been replaced by Ordinance No. 2097, which would impose a 3% tax on the sale of recreational products in the City and Resolution No. 3745, which refers this matter to the voters at the November 8, 2016, general election.

If the City Council repeals the ordinance, then Resolution 3694 should also be repealed.

### **Recommendation:**

I recommend the City Council consider the following motion:

**I move that Resolution No. 3752, a resolution rescinding Resolution No. 3694, which established a tax rate on recreational marijuana and marijuana infused products based on subsequent action by the City Council to place this matter on the November ballot for voter consideration.**

### **Fiscal Effects:**

None by approving this resolution.

### **Alternatives:**

Do not rescind Resolution 3694 if the Council chooses to retain Ordinance No. 2071, which was adopted by the Council on October 21, 2014.

Respectfully Submitted,

Spencer R. Nebel, City Manager

**CITY OF NEWPORT**

**RESOLUTION NO. 3752**

**RESCINDING RESOLUTION NO. 3694  
ESTABLISHING A TAX RATE ON RECREATIONAL MARIJUANA AND  
MARIJUANA-INFUSED PRODUCTS**

**Findings:**

- A. On October 21, 2014, the City Council of the City of Newport adopted Ordinance No. 2071 which established a tax on the sale of marijuana and marijuana-infused products in the city.
- B. On October 21, 2014, the City Council of the City of Newport adopted Resolution No. 3694 establishing a tax rate of zero percent on the gross sale amount paid to the seller of marijuana and marijuana-infused products by an individual who is not purchasing marijuana or marijuana-infused products under the Oregon Medical Marijuana Program.
- C. Ordinance No. 2071 was adopted to reserve the city's right to tax recreational marijuana at the point in time that recreational marijuana was allowed to be sold in Oregon.
- D. Recreational marijuana sales have been permitted in Oregon since January 1, 2016.
- E. On May 16, 2016, the City Council of the City of Newport adopted Ordinance No. 2097 which would impose a three percent tax on the sale of recreational marijuana products in the city.
- F. On May 16, 2016, the City Council of the City of Newport adopted Resolution No. 3745 calling for an election, on Ordinance No. 2097, to be held on November 8, 2016.
- G. The provisions contained in Resolution No. 3694 are no longer applicable.

**THE CITY OF NEWPORT RESOLVES:**

Section 1. Resolution No. 3694 is hereby rescinded in its entirety.

Section 2. This resolution will become effective on June 6, 2016.

Signed by the Mayor on June 7, 2016.

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Sandra N. Roumagoux, Mayor

ATTEST:

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Margaret M. Hawker, City Recorder

## **City Council Agenda Item Report**

Agenda Item No. 2016-302

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

### **SUBJECT**

Report on the Cascadia Rising Exercise that will take place on Tuesday, June 7 and Friday, June 10, 2016.

### **Recommendation:**

### **ATTACHMENTS**

- [City Manager Report and Recommendation - Cascadia Event Training Exercises.pdf](#)

## CITY MANAGER'S REPORT AND RECOMMENDATION



Agenda #:8.E.  
Meeting Date: 6-6-16

### Agenda Item:

**Report on the Cascadia Rising Exercise that will take place on Tuesday, June 7 and Friday, June 10, 2016.**

### Background:

The City of Newport will be participating with Lincoln County and other cities in Lincoln County and agencies across the State of Oregon on a Cascadia Rising Exercise. For the City of Newport this will include exercises on Tuesday, June 7 beginning at 7 AM and running until about noon, and on Friday, June 10, at the Lincoln County Fairgrounds beginning at 1 PM and running into the afternoon. As part of this exercise, we will be calling together the City Council to make an emergency declaration on Tuesday morning. We will post this as a work session beginning at 8 AM on Tuesday, May 31 so that a quorum of the Council can participate in this exercise. We are anticipating having the mock special meeting of the City Council as part of the work session at about 9 AM on Tuesday morning. At 10 AM, we will be conducting an evacuation of City facilities as part of our preparedness training.

On Friday, June 10, the exercise will simulate a full-fledged Cascadia event with an emergency operation center being set up in tents at the Lincoln County Fairgrounds. The City will be setting up their own tent, and this will be a good opportunity to test the development of an operating emergency operation at a remote location. Any City Council members who are interested in observing this event, may stop by the fairgrounds.

As we move forward, each of these exercises becomes a little more detailed and sophisticated. This is very beneficial to help us understand what works, and what doesn't work regarding our procedures. I do encourage the Council to participate in the Tuesday morning exercises, and if you are available, stop by at the fairgrounds during the early afternoon to review that operation as well.

### Recommendation:

As recommended above.

### Fiscal Effects:

None

### Alternatives:

None recommended.

Respectfully Submitted,



Spencer R. Nebel, City Manager

# City Council Agenda Item Report

Agenda Item No. 2016-307

Submitted by: Cindy Breves

Submitting Department City Manager's Office

Meeting Date: June 6, 2016

## **SUBJECT**

Approval of the Canvass of Ballots from the May 17, 2016, Municipal Election and Measure 21-164-Resumption of Fluoridation of City of Newport Water Supply

## **Recommendation:**

I move approval of the canvass of the ballots for the May 17, 2016, election for Measure No. 21-164, which was voted upon by the voters of the City of Newport.

## **ATTACHMENTS**

- [City Manager Report and Recommendation-Canvass of Ballot from May 17-2016.pdf](#)
- [Staff Report - Canvass of Ballots - Fluoride Measure Election.docx](#)

## **CITY MANAGER'S REPORT AND RECOMMENDATION**



Agenda #:8.F.  
Meeting Date: 6-6-16

### **Agenda Item:**

### **Approval of the Canvass of Ballots from the May 17, 2016, Municipal Election and Measure 21-164-Resumption of Fluoridation of City of Newport Water Supply**

### **Background:**

On May 17, 2016, the City Council had placed an ordinance before the voters indicating "Shall the City of Newport resume fluoridation of the City water supply?" The preliminary vote on this election was 1323 Yes to 2360 No. The City will formally receive the canvassed results of the election on Friday, June 3<sup>rd</sup>, with the Council then being requested to accept the final results of the election. When the final canvass results are provided, City Recorder, Peggy Hawker, will e-mail those results to the Council members and have hard copies available on Monday night.

### **Recommendation:**

I recommend the City Council consider the following motion:

**I move approval of the canvass of the ballots for the May 17, 2016, election for Measure No. 21-164, which was voted upon by the voters of the City of Newport.**

### **Fiscal Effects:**

None

### **Alternatives:**

None recommended.

Respectfully Submitted,

Spencer R. Nebel, City Manager



**STAFF REPORT  
CITY COUNCIL AGENDA**

Meeting Date: June 6, 2016

**Title:** Canvass of Ballots – May 17, 2016 Municipal Election on Measure 21-164 – Resumption of Fluoridation of City of Newport Water Supply

**Prepared by:** Peggy Hawker

**Recommended Motion:** I move to approve the canvass of the ballots of the May 17, 2016 election at which Measure No. 21-164 was voted upon by the voters of the City of Newport.

**Background Information:** The City Council referred Measure 21-164 to the voters at the May 17, 2016 election. The question was “Shall the City of Newport resume fluoridation of the city water supply?” A majority of voters in this election voted no on this question.

Post-election responsibilities of the city include the canvass of votes cast for city issues during any election. The abstract of votes is prepared and issued by the Lincoln County Clerk, and Council’s “canvass” is a review/scrutiny of the abstract and approval of the abstract. The abstract is unavailable until after the packet publication date, and will be e-mailed to Council with hardcopies available at the City Council meeting on Monday, June 6, 2016.

**Fiscal Notes:** None.

**Alternatives:** None.

**Attachments:** None. Abstract will be e-mailed to Councilors and made available in hardcopy at the June 6, 2016 meeting.

# City Council Agenda Item Report

Agenda Item No. 2016-308

Submitted by: Cindy Breves

Submitting Department Public Works

Meeting Date: June 6, 2016

## **SUBJECT**

Authorization of Change Order No. 4 with C&M Excavating & Utilities LLC for the SW Abalone – Brant Street Improvement Project

## **Recommendation:**

I move approval of Change Order No. 4 with C&M Excavating & Utilities LLC in the amount of \$51,686 for the SW Abalone – Brant Street Project, and authorize the City Manager to execute the change order on behalf of the City of Newport

## **ATTACHMENTS**

- [City Manager Report and Recommendation -- Local Contract Review Board - Change Order No. 4.pdf](#)
- [Staff Report and Documentation for Change Order No. 4 with C & M Excavation & Utilities, LLC.pdf](#)

## CITY MANAGER'S REPORT AND RECOMMENDATION



Agenda #:9.A.  
Meeting Date: 6-6-16

### Agenda Item:

### **Authorization of Change Order No. 4 with C&M Excavating & Utilities LLC for the SW Abalone - Brant Street Improvement Project**

#### Background:

Construction of the SW Abalone-Brant Street Improvement Project has been completed. As you are aware, there were several design challenges along the way due to difficulties associated with the historic surveys in the South Beach area and the location of improvements. This changed elevations for street sidewalk and trail construction in several parts of the project requiring reconstruction of manholes, water valves and other infrastructure. In addition, an existing sidewalk ramp was replaced in order to make it compliant with ADA requirements.

The total budget for this project was \$2,174,000, With Change Order No. 4 of \$51,686, the total contract price will be \$1,719,525.85.

#### Recommendation:

I recommend that the Local Contracting Review Board consider the following motion:

**I move approval of Change Order No. 4 with C&M Excavating & Utilities LLC in the amount of \$51,686 for the SW Abalone - Brant Street Project, and authorize the City Manager to execute the change order on behalf of the City of Newport.**

#### Fiscal Effects:

Sufficient funds were budgeted for this project.

#### Alternatives:

None recommended.

Respectfully Submitted,

Spencer R. Nebel, City Manager







**STAFF REPORT  
CITY COUNCIL AGENDA ITEM**

**Prepared by:** Jayson Buchholz, P.E. Senior Project Manager, City of Newport Public Works

**Title:** Approval of Change Order No. 4 with C&M Excavation & Utilities, LLC for the SW Abalone-Brant Street Improvement Project

**Recommended Motion:**

I move to approve Change Order No. 4 with C&M Excavation and Utilities, LLC. in the amount of \$51,686.00 for the SW Abalone-Brant Street Project and authorize the City Engineer to execute the change order on behalf of the City of Newport.

**Background Information:**

The Abalone-Brant Street Improvement Project encountered several design challenges along the way due to difficulties associated with historical surveys in the South Beach area. Locations of right of way lines and the amount of cut/fill required for the project has resulted in a significant amount of field fitting and a large excavation quantity change. The redesign of SW Brant St which was completed to accommodate updated survey data and improve cross street and driveway tie-ins resulted in raising the road approximately one foot in elevation. The increase in elevation created the need for additional aggregates and the reconstruction of manholes, water valves, fire hydrants, catch basins, and other utilities. The City also requested the contractor to update an existing sidewalk ramp at the northwest corner of Brant and 27<sup>th</sup> to be in compliance with ADA requirements.

**Fiscal Notes:**

In Fiscal Year 2015-16, \$2,174,000 was budgeted for the SW Abalone-Brant Street Project. There are sufficient funds appropriated this fiscal year to accommodate this change order.

Original contract price = \$1,489,814.00

Contract price increase from previously approved Change Orders = \$178,025.85

Increase of this Change Order = \$51,686

Total contract price incorporating this Change Order = \$1,719,525.85

**Alternatives:**

N/A

**Attachments:**

- Change Order No. 4 with C&M Excavation & Utilities, LLC for the SW Abalone-Brant Street Improvement Project

Date of Issuance: 12 May 2016	Effective Date: 13 April 2016
Owner: City of Newport	Owner's Contract No.: 2014-002
Contractor: C&M Excavation & Utilities, LLC.	Contractor's Project No.:
Engineer: Civil West Engineering Services, Inc.	Engineer's Project No.: 2302-027
Project: Abalone & 30th Roadway Improvements	Contract Name: Abalone & 30th Roadway Improvements

The Contract is modified as follows upon execution of this Change Order:


**Description:**

WCD 25 – 35<sup>th</sup> ST Inlets, **\$2,050.00**. 0 Days.  
WCD 27 – Contract Completion Date Change, **\$0**. 21 Days.  
WCD 28 – 26<sup>th</sup> & Brant Grading, **\$4,549.00**. 0 Days.  
WCD 29: Extra survey work required by redesign of Brant ST and 27th ST, **\$1,700.00**  
WCD 30: Additional Clearing & Grubbing, including three (3) tree removals, to relocate Brant ST to the East, **\$2,600.00**.  
WCD 31: Excavation / Embankment (20 Truck Loads @ 23 CY per Truck. 460 CY @ 23.00/CY = **10,580.00**.  
WCD 32: Grading & Shaping Seaview Property after issuance of utility easement and relocation of Brant ST.  
sidewalk/road to the east, **\$3,200.00**.  
WCD 33: Lower communications Conduits at 28th ST (two (2) radius areas) for tie in to redesigned Brant ST, **\$650.00**.  
WCD 34: Manhole adjustment to Brant ST redesign elevations, **\$250.00**.  
WCD 35: Manhole reconstruction to Brant ST redesign elevations. 4 each @ \$800.00 = **\$3,200.00**.  
WCD 36: Sewer Cleanout (reconstructs) due to Brant ST redesign/ elevation changes. 3 @ \$350.00 = **\$1,050.00**.  
WCD 37: Water Valves (riser adjustments) brought to new Brant ST redesign elevations. 6 @ \$175.00 = **\$1,050.00**.  
WCD 38: Catch Basin adjustments to Brant ST redesign gutter elevations. 6 @ \$400.00 = **\$2,400.00**.  
WCD 39: Relocate new water services (services & Air Relief Valve). 2 @ \$275.00 = **\$550.00**.  
WCD 40: Raise Hydrants to match new Brant ST redesign elevations. 2 @ \$700.00 = **\$1,400.00**.  
WCD 41: Guardrail Extension, **\$1,446.00**.  
WCD 42: Rain Drain tie-ins, 6 @ \$200.00 = **\$1,200.00**.  
WCD 43: Lower Communication Boxes @ Abalone & 27<sup>th</sup>, 2 @ \$200.00 = **\$400.00**.  
WCD 44: Remove and replace concrete, **\$3,500.00**.  
WCD 45: Additional work Concrete Sub-contractor (Misc. forming, pour and edges), **\$2,200.00**.  
WCD 46: Permanent Erosion Control (Matting East Brant Wall), \$3 / SY x \$275.00 = **\$825.00**.  
WCD 47: Transition, grading & cleanup 35<sup>th</sup> & Anchor Way, **\$2,100.00**.  
WCD 48: Install Barricade @ 35<sup>th</sup> ST, **\$975.00**.  
WCD 49: Centerline Removal @ Abalone in ODOT ROW, **\$1,598.00**.  
WCD 50: Hydro-seeding (split 50/50), **\$2,213.00**.

Attachments: *Copies of WCDs*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>1,489,814.00</u>	Original Contract Times: Substantial Completion: <u>January 7, 2016</u> Ready for Final Payment: <u>February 6, 2016</u> 150 days or dates
[Increase] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> :  \$ <u>178,025.85</u>	[Increase] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>March 24, 2016</u> Ready for Final Payment: <u>April 23, 2016</u> 233 Calendar days / 59 Work Days

Contract Price prior to this Change Order:  \$ <u>1,660,982.85</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 24, 2016</u> Ready for Final Payment: <u>April 23, 2016</u> 233 Calendar days
[Increase] of this Change Order:  \$ <u>51,686.00</u>	[Increase] Change of this Change Order: Substantial Completion: <u>May 13, 2016</u> Ready for Final Payment: <u>June 12, 2016</u> 254 Calendar days / 21 Work Days
Contract Price incorporating this Change Order:  \$ <u>1,719,525.85</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 13, 2016</u> Ready for Final Payment: <u>June 12, 2016</u> 254 Calendar days

<b>RECOMMENDED:</b>		<b>ACCEPTED:</b>		<b>ACCEPTED:</b>	
By: <u></u>	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized	Contractor (Authorized			
Title: <u>Aaron Collett (PE/PM)</u>	Title <u>Timothy Gross, City Engineer</u>	Title <u>William D. Sproul, Member</u>			
Date: <u>6-1-16</u>	Date _____	Date _____			

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

**Work Change Directive No. 25**

Issued By: \_\_\_\_\_

Effective Date: 03/02/16

Date of Issuance: 03-02-16

Owner: City of Newport

Owner's Contract No.:

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Newport Abalone and 30<sup>th</sup> Roadway Improvements

Contract Name: Newport Abalone and 30<sup>th</sup> Roadway Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Description: Add C-900 to widen turn area at 35th & Abalone, remove ditch inlets, extend drain, provide rip rap.  
Modified (reduced) per 2/29 e-mail.

Attachments: [List documents supporting change]  
Contractor e-mail dated 2/29/16

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change In Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 2,050.00

[increase] [decrease].

Contract Time 1 days

[increase] [decrease].

**Basis of estimated change in Contract Price:**

☐ Lump Sum

☒ Unit Price

☐ Cost of the Work

☐ Other

**RECOMMENDED:**

**AUTHORIZED BY:**

**RECEIVED:**

By:

Engineer (Authorized Signature)

By:

Owner (Authorized Signature)

By:

Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Title: Mr. Jayson Buchholz - Senior Project Manager

Title:

Date: 3-2-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:



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**acollett@civilwest.com**

**From:** Bill Sproul <bills@candmexcavation.com>  
**Sent:** Monday, February 29, 2016 8:36 AM  
**To:** 'Melissa Roman'  
**Cc:** 'Jayson Buchholz'; acollett@civilwest.com  
**Subject:** WCD Revisions-Additions

Melissa/Jayson

**Revision to WCD 25:**

Remove Ditch Inlets 2EA @ 225 = 450.00  
 12" C-900 Extend 20LF @ 58 = 1,160.00  
 6" Drain Extend 10LF @ 31 = 310.00  
 Rip Rap (1)CY @ 130 = 130.00  
**TOTAL = \$2050.00**

**Summary - Intersection Revision 26<sup>th</sup>/Brant:**

Asphalt Removal (80X35=2600SF)	2600SF @ .75 = 1950.00	(WCD)
Excavation (14") (2600SFX1.17/27)	113CY @ 23 = 2599.00	(WCD/Unit Price)
Base Rock (8") (2600SFX.67/27=65CY = 111Tons @ 24 = 2664.00		(Unit Price/Field Measurement)
Finish Rock (2") (2600SFX.17/27=17CY = 29Tons @ 35 = 1015.00		(Unit Price/Field Measurement)
Paving (4") (2600SF/9=289SY/4.25=68Tons @ 77 = 5236.00		(Unit Price/Field Measurement)
<b>TOTAL =</b>	<b>\$13,464.00</b>	

I have summarized all items for your budgeting review. The above field measurement items will reflect in the appropriate quantity columns. Items 1-2 will need to be listed on the WCD.

I hope to have the balance of the WCD information for the Brant Design change for discussion at our weekly meeting. Please call if you have any questions or concerns.

*Bill Sproul*  
*C&M Excavation*  
 503-625-5289

**From:** Bill Sproul [<mailto:bills@candmexcavation.com>]  
**Sent:** Friday, February 12, 2016 3:35 PM  
**To:** 'Jayson Buchholz'  
**Cc:** 'Melissa Roman'  
**Subject:** RE: Abalone Change Order 3

Jayson

WCD 22 – Additional light base 1EA @ 925.00 = 925.00	(unit price)
WCD 24 – Additional residential DW 168 SF @ 9.00 = 1,512.00	(unit price)

WCD 25 – Remove/Relocate/Replace (2) Ditch Inlets. Summary.

Work Change Directive No. 27

Issued By: \_\_\_\_\_

Effective Date: 04/05/16

Date of Issuance: 04-05-16

Owner: City of Newport

Owner's Contract No.:

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Newport Abalone and 30<sup>th</sup> Roadway Improvements

Contract Name: Newport Abalone and 30<sup>th</sup> Roadway Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Description: This WCD provides time per C&M's letter dated March 23, 2016. (working days)

- 5 days – work related to modifications to 27<sup>th</sup> and 26<sup>th</sup>
- 16 days – paving process extended due to weather

Attachments: [List documents supporting change]

Contractor to provide pricing prior to work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 0

[increase] [decrease].

Contract Time 21 days

[increase] [decrease].

**Basis of estimated change in Contract Price:**

☐ Lump Sum

☐ Unit Price

☐ Cost of the Work

☒ Other

**RECOMMENDED:**

By:

  
Engineer (Authorized Signature)

**AUTHORIZED BY:**

By:

  
Owner (Authorized Signature)

**RECEIVED:**

By:

  
Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 4-5-16

Title: Mr. Jayson Buchholz – Senior

Date: 4-7-16

Title: M. Ginn

Date: 4/7/16

Approved by Funding Agency (if applicable)

By:

Date:

Title:

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Issued By: \_\_\_\_\_

Work Change Directive No. 28

Effective Date: 04/05/16

Date of Issuance: 04-05-16

Owner: City of Newport

Contractor: C&M Excavation & Utilities, LLC.

Engineer: Civil West Engineering Services, Inc.

Project: Newport Abalone and 30<sup>th</sup> Roadway Improvements

Owner's Contract No.:

Contractor's Project No.:

Engineer's Project No.: 2302-027

Contract Name: Newport Abalone and 30<sup>th</sup> Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description: This WCD covers changes to 26<sup>th</sup> and Brant Streets, had to reshape the intersection to match curb.

Asphalt Removal (80X35=2600SF)

2600SF @ .75 = 1950.00 (WCD)

Excavation (14") (2600SFx1.17/27)

113CY @ 23 = 2599.00 (WCD/Unit Price)

Base Rock (8") (2600SFx.67/27=65CY=111Tons @ 24 = 2664.00 (Unit Price/Field Measurement)

Finish Rock (2") (2600SFx.17/27=17CY=29Tons @ 35 = 1015.00 (Unit Price/Field Measurement)

Paving (4") (2600SF/9=289SY/4.25=68Tons @ 77 = 5236.00 (Unit Price/Field Measurement)

TOTAL = \$4,549.00

Attachments: [List documents supporting change] - email

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 4,549.00

Contract Time 0 days

[Increase] [decrease].

[Increase] [decrease].

Basis of estimated change in Contract Price:

☒ Lump Sum

☐ Cost of the Work

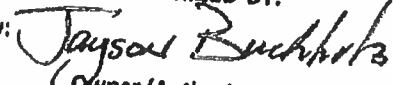
☐ Unit Price


☐ Other

RECOMMENDED:

AUTHORIZED BY:

By:   
Engineer (Authorized Signature)

By:   
Owner (Authorized Signature)

RECEIVED:  
  
Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 4-8-16

Title: Mr. Jayson Buchholz - Senior Project Manager

Date: 4-11-16

Title: MEMBER  
Date: 4/5/16

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Issued By: \_\_\_\_\_

Work Change Directive No. 28

Effective Date: 04/05/16

Date of Issuance: 04-05-16

Owner: City of Newport

Owner's Contract No.:

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Newport Abalone and 30<sup>th</sup> Roadway Improvements

Contract Name: Newport Abalone and 30<sup>th</sup> Roadway Improvements

**Contractor is directed to proceed promptly with the following change(s):**

Description: This WCD covers changes to 26<sup>th</sup> and Brant Streets, had to reshape the intersection to match curb.  
 Asphalt Removal (80X35=2600SF) 2600SF @ .75 = 1950.00 (WCD)  
 Excavation (14") (2600SFX1.17/27) 113CY @ 23 = 2599.00 (WCD/Unit Price)  
 Base Rock (8") (2600SFX.67/27=65CY=111Tons @ 24 = 2664.00 (Unit Price/Field Measurement)  
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 Paving (4") (2600SF/9=289SY/4.25=68Tons @ 77 = 5236.00 (Unit Price/Field Measurement)  
 TOTAL = \$4,549.00

Attachments: [List documents supporting change] - email

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 4,549.00

Contract Time 0 days

[increase] [decrease].

[increase] [decrease].

**Basis of estimated change in Contract Price:**

☒ Lump Sum

☐ Cost of the Work

☐ Unit Price

☐ Other

**RECOMMENDED:**

By:

Engineer (Authorized Signature)

**AUTHORIZED BY:**

By:

Owner (Authorized Signature)

RECEIVED:

Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

Date: 4-8-16

Title: Mr. Jayson Buchholz - Senior

Date: 4-11-16

Title:

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:



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**acollett@civilwest.com**

**From:** Melissa Roman <M.Roman@NewportOregon.gov>  
**Sent:** Wednesday, March 30, 2016 6:06 PM  
**To:** acollett@civilwest.com  
**Cc:** Jayson Buchholz  
**Subject:** RE: WCD Revisions-Additions

Yes. The curb design was below the existing street. We had to reshape the intersection to bring the street down enough to match the curb.

Sent from my Windows Phone

**From:** acollett@civilwest.com<mailto:acollett@civilwest.com>  
**Sent:** 3/30/2016 5:49 PM  
**To:** Melissa Roman<mailto:M.Roman@NewportOregon.gov>  
**Cc:** Jayson Buchholz<mailto:J.Buchholz@NewportOregon.gov>  
**Subject:** RE: WCD Revisions-Additions

We have a "modify corner of 27th and Brant to bring back to ADA compliance as #26. Should we go with WCD 27 as Modifications to 26th/Brant? And include all of the following from Bill:  
 Summary - Intersection Revision 26th/Brant:

Asphalt Removal (80X35=2600SF)	2600SF @ .75 = 1950.00
(WCD)	
Excavation (14") (2600SFX1.17/27)	113CY @ 23 = 2599.00
(WCD/Unit Price)	
<del>Base Rock (8") (2600SFX.67/27=65CY=111Tons @ 24 = 2664.00 (Unit</del>	<del>Price/Field Measurement)</del>
<del>Finish Rock (2") (2600SFX.17/27=17CY=29Tons @ 35 = 1015.00 (Unit</del>	<del>Price/Field Measurement)</del>
<del>Paving (4") (2600SF/9=289SY/4.25=68Tons @ 77 = 5236.00</del>	<del>(Unit Price/Field Measurement)</del>
TOTAL =	
<del>\$13,464.00</del>	\$4,589

-----Original Message-----

**From:** Melissa Roman [mailto:M.Roman@NewportOregon.gov]  
**Sent:** Wednesday, March 30, 2016 5:47 PM  
**To:** acollett@civilwest.com  
**Cc:** Jayson Buchholz  
**Subject:** RE: WCD Revisions-Additions

Yes, it was a separate transaction. They have already done the work.

Sent from my Windows Phone

**From:** acollett@civilwest.com<mailto:acollett@civilwest.com>  
**Sent:** 3/30/2016 5:37 PM  
**To:** Melissa Roman<mailto:M.Roman@NewportOregon.gov>

**Work Change Directive No. 28**

Issued By: \_\_\_\_\_

Effective Date: 04/05/16

Date of Issuance: 04-05-16

Owner: City of Newport

Owner's Contract No.:

Contractor: C&amp;M Excavation &amp; Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

 Project: Newport Abalone and 30<sup>th</sup> Roadway  
Improvements

 Contract Name: Newport Abalone and 30<sup>th</sup> Roadway  
Improvements

**Contractor is directed to proceed promptly with the following change(s):**

 Description: This WCD covers changes to 26<sup>th</sup> and Brant Streets, had to reshape the intersection to match curb.

Asphalt Removal (80X35=2600SF) 2600SF @ .75 = 1950.00 (WCD)

Excavation (14") (2600SFX1.17/27) 113CY @ 23 = 2599.00 (WCD/Unit Price)

Base Rock (8") (2600SFX.67/27=65CY = 111Tons @ 24 = 2664.00 (Unit Price/Field Measurement)

Finish Rock (2") (2600SFX.17/27=17CY = 29Tons @ 35 = 1015.00 (Unit Price/Field Measurement)

Paving (4") (2600SF/9=289SY/4.25=68Tons @ 77 = 5236.00 (Unit Price/Field Measurement)

TOTAL =\$13,464.00

Attachments: [List documents supporting change] - email

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 13,464.00

[increase] [decrease].

Contract Time 0 days

[increase] [decrease].

**Basis of estimated change in Contract Price:**
☐ Lump Sum

☐ Cost of the Work


☒ Unit Price

☐ Other

**RECOMMENDED:**

 By:   
 Engineer (Authorized Signature)

**AUTHORIZED BY:**

 By:   
 Owner (Authorized Signature)

**RECEIVED:**

 By:   
 Contractor (Authorized Signature)

Title: Aaron Collett (PE/PM)

 Title: Mr. Jayson Buchholz - Senior  
Project Manager

 Title: 

Date: 4-5-16

Date: 4-7-16

Date: 4/7/16

Approved by Funding Agency (if applicable)

By:

Date:

Title:

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acollett@civilwest.com

**From:** Melissa Roman <M.Roman@NewportOregon.gov>  
**Sent:** Wednesday, March 30, 2016 6:06 PM  
**To:** acollett@civilwest.com  
**Cc:** Jayson Buchholz  
**Subject:** RE: WCD Revisions-Additions

Yes. The curb design was below the existing street. We had to reshape the intersection to bring the street down enough to match the curb.

Sent from my Windows Phone

**From:** acollett@civilwest.com<mailto:acollett@civilwest.com>  
**Sent:** 3/30/2016 5:49 PM  
**To:** Melissa Roman<mailto:M.Roman@NewportOregon.gov>  
**Cc:** Jayson Buchholz<mailto:J.Buchholz@NewportOregon.gov>  
**Subject:** RE: WCD Revisions-Additions

We have a "modify corner of 27th and Brant to bring back to ADA compliance as #26. Should we go with WCD 27 as Modifications to 26th/Brant? And include all of the following from Bill:  
 Summary - Intersection Revision 26th/Brant:

Asphalt Removal (80X35=2600SF)	2600SF @.75 = 1950.00
(WCD)	
Excavation (14") (2600SFX1.17/27)	113CY @ 23 = 2599.00
(WCD/Unit Price)	
Base Rock (8") (2600SFX.67/27=65CY = 111Tons @ 24 = 2664.00	(Unit Price/Field Measurement)
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Paving (4") (2600SF/9=289SY/4.25=68Tons @ 77 = 5236.00	(Unit Price/Field Measurement)
TOTAL =	
\$13,464.00	

-----Original Message-----

**From:** Melissa Roman [mailto:M.Roman@NewportOregon.gov]  
**Sent:** Wednesday, March 30, 2016 5:47 PM  
**To:** acollett@civilwest.com  
**Cc:** Jayson Buchholz  
**Subject:** RE: WCD Revisions-Additions

Yes, it was a separate transaction. They have already done the work.

Sent from my Windows Phone

**From:** acollett@civilwest.com<mailto:acollett@civilwest.com>  
**Sent:** 3/30/2016 5:37 PM  
**To:** Melissa Roman<mailto:M.Roman@NewportOregon.gov>

Work Change Directive No.

29

Issued By: MJR

Effective Date: 13 April 2016

Date of Issuance: 12 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements

Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Extra survey work required by redesign of Brant ST and 27<sup>th</sup> ST.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work

NW Land Surveying Inc. invoice, Rob Ward.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,700.00

☐ [increase] .

Contract Time 0 days

☐ [increase] .

**Basis of estimated change in Contract Price:**

☒ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

By:

*Aaron Collett*

Engineer (Authorized  
Signature)

By:

*Jayson Buchholz*

Owner (Authorized  
Signature)

By:

Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

# BID FORM CALL - OUT SHEET

ESTIMATE : 50041-  
ALTERNATE : 1

ABALONE&30TH-FINAL WCD LEDGER

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY			
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	1,700.00	1,700.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	1.00 LS	2,600.00	2,600.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	460.00 CY	23.00	10,580.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	3,200.00	3,200.00
11	MANHOLE ADJUSTMENTS	1.00 LS	650.00	650.00
12	MANHOLE RECONSTRUCTS	1.00 EA	250.00	250.00
13	SEWER CLEANOUT (RECONSTRUCTS)	4.00 EA	800.00	3,200.00
14	WATER VALVE(RISER ADJUSTMENTS)	3.00 EA	350.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	175.00	1,050.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	6.00 EA	400.00	2,400.00
17	HYDRANT RAISING	2.00 EA	275.00	550.00
TOTAL CHANGE #5 (BRANT DESIGN)				1,400.00
				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION			
19	RAIN DRAIN PLUMBING (APPROVED)	1.00 LS	1,446.00	1,446.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	6.00 EA	200.00	1,200.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	2.00 EA	200.00	400.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	3,500.00	3,500.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	1.00 LS	2,200.00	2,200.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	275.00 SY	3.00	825.00
				2,100.00



C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041-  
ALTERNATE : 1

ABALONE&30TH-FINAL WCD LEDGER

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				----- 16,457.00
BID TOTAL :				----- 51,686.00

# NORTHWEST Land Surveying Inc.

P.O. Box 2827  
Florence, OR 97439

ITEM #5

BRANT RE-DESIGN

313

Date	Invoice #
2/15/2016	602

Bill To
C & M Excavation Bill Sproul 21287 SW Oregon Street Sherwood, OR 97140

P.O. No.	Terms	Job Number
	Due on receipt	2015-107
Description		Amount
PROFESSIONAL SERVICES RENDERED: Construction Staking - Street Improvements		
PROPERTY LOCATION: Newport, Oregon - Abalone & 30th		
BID AMOUNT: \$9,660.00		9,660.00
BID SUMMARY:		
Invoice #547, Received Check #8374, Amount: \$1,932.00		-1,932.00
Invoice #558, Received Check #8448, Amount: \$1,255.80		-1,255.80
Invoice #578, Received Check #9087, Amount: \$2,302.20		-2,302.20
Invoice #595, Received Check #9277, Amount: \$2,415.00		-2,415.00
JOB 2015-107 C & M EXCAVATION = 100% COMPLETION		
ADDITIONAL WORK:		
Re-Set Curb Line RP's, 11 hours @ \$120.00 per hr.		1,320.00
Office : Brant Street Redesign Computations, 3 hrs @ \$100.00 per hr.		300.00
Thank you for your business!		
Total		\$3,375.00
Payments/Credits		\$0.00
Balance Due		\$3,375.00

$$1620^{00} + 5\% = 1701^{00}$$

Phone #

541-997-9201

Work Change Directive No. 30

Issued By: MJR\_\_

Effective Date: 13 April 2016

Date of Issuance: 12 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Additional Clearing & Grubbing, including three (3) tree removals, to relocate Brant ST to the East.

Attachments: [List documents supporting change]

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 2,600.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

✓ Lump Sum

☐ Cost of the Work

☐ Unit Price

☐ Other

RECOMMENDED:

By:   
Engineer (Authorized  
Signature)

AUTHORIZED BY:

By:   
Owner (Authorized  
Signature)

RECEIVED:

By: \_\_\_\_\_  
Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6.1.16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

Work Change Directive No.

31

Issued By: MJR

Effective Date: 13 April 2016

Date of Issuance: 12 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Excavation / Embankment (20 Truck Loads @ 23 CY per Truck. 460 CY @ 23.00/CY = 10,580.00.

Attachments: [List documents supporting change]

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 10,580.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☐ Lump Sum

✓ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: Aaron Collett  
Engineer (Authorized  
Signature)

By: Jayson Buchholz  
Owner (Authorized  
Signature)

By: \_\_\_\_\_  
Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00



C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

Work Change Directive No.

32

Issued By: MJR

Effective Date: 13 April 2016

Date of Issuance: 12 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Grading & Shaping Seaview Property after issuance of utility easement and relocation of Brant ST. sidewalk/road to the east.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 3,200.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

✓ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:   
Engineer (Authorized  
Signature)

By:   
Owner (Authorized  
Signature)

By: \_\_\_\_\_  
Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-17-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

Work Change Directive No.

33

Issued By: MJR

Effective Date: 12 May 2016

Date of Issuance:

Owner: City of Newport

Owner's Contract No.:

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.: 2014-002

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Lower communications Conduits at 28<sup>th</sup> ST (two (2) radius areas) for tie in to redesigned Brant ST.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 650.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

✓ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

Engineer (Authorized  
Signature)

By:

Owner (Authorized  
Signature)

By:

Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date:

6-1-16

Date: 6.1.16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00



Work Change Directive No. 34

Issued By: MJR

Effective Date: 13 April 2016

Date of Issuance: 12 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Manhole adjustment to Brant ST redesign elevations.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 250.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☐ Lump Sum

☒ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By: Aaron Collett  
Engineer (Authorized  
Signature)

By: Jayson Buchholz  
Owner (Authorized  
Signature)

By: \_\_\_\_\_  
Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

Work Change Directive No. 35

Issued By: MJR

Effective Date: 13 April 2016

Date of Issuance: 12 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Manhole reconstruction to Brant ST redesign elevations. 4 each @ \$800.00 = \$3,200.00.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 3,200.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☐ Lump Sum

✓ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

*Aaron Collett*

By:

*Jayson Buchholz*

By:

Engineer (Authorized  
Signature)

Owner (Authorized  
Signature)

Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

Work Change Directive No. 36

Issued By: \_\_MJR\_\_

Effective Date: 13 April 2016

Date of Issuance: 12 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Sewer Cleanout (reconstructs) due to Brant ST redesign/ elevation changes. 3 @ \$350.00 = \$1,050.00.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,050.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☐ Lump Sum

✓ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:   
Engineer (Authorized  
Signature)

By:   
Owner (Authorized  
Signature)

By: \_\_\_\_\_  
Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-6-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:



C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE(RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

Work Change Directive No. 37

Issued By: \_\_MJR\_\_

Effective Date: 13 April 2016

Date of Issuance: 12 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Water Valves (riser adjustments) brought to new Brant ST redesign elevations. 6 @ \$175.00 = \$1,050.00.

Attachments: [List documents supporting change]

C & M Ledger of Additional Work.  
HD Supply Waterworks Invoice.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,050.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☐ Lump Sum ☒ Unit Price  
☐ Cost of the Work ☐ Other

RECOMMENDED:

By:   
Engineer (Authorized  
Signature)

AUTHORIZED BY:

By:   
Owner (Authorized  
Signature)

RECEIVED:

By: \_\_\_\_\_  
Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

# HD SUPPLY WATERWORKS

1830 Craig Park Court  
St. Louis, MO 63146

ITEM # 14  
**INVOICE**

VALUE CAN ADJUSTMENTS

Invoice #  
Invoice Date  
Account #  
Sales Rep  
Phone #  
Branch # 311  
Total Amount Due

337  
F161293  
2/23/16  
210816  
GERALD EVANS  
603-890-4801  
Hillsboro, OR  
\$737.12

Remit To:  
HD SUPPLY WATERWORKS, LTD.  
P.O. BOX 6039  
CYPRESS, CA 90630

E0108X 10173 D1843088747 P3124763 0001:0001



C & M EXCAVATION & UTILITIES  
ACCOUNTS PAYABLE  
21287 SW OREGON ST  
SHERWOOD OR 97140-9806

Shipped to:  
17216 SW EDY RD.  
SHERWOOD, OR

CUSTOMER JOB- 50017 ROSHUN VILLAGE

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Blf of Lading	Shipped Via
2/22/16	2/22/16	50041	ROSHUN VILLAGE	50017		OUR TRUCK

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
59BVPRISER12	6X12" 3034 VALVE BOX RISER	5	5		46.00000	EA	230.00
59BVPRISER24	6X24" 3034 VALVE BOX RISER	8	8		54.00000	EA	432.00
96PAINTUDWH	#20 CAN UPSIDE D PAINT, WHITE	12	12		6.26000	EA	75.12

50041  
60570-11

VALUE BOX  
RISERS



Invoices by Email

- Save time.
- Save trees.
- Go paperless.

[www.hdswaterworks.com](http://www.hdswaterworks.com)

Sign up under the Online Services  
menu option and find out about a host  
of other online advantages!

**HD SUPPLY**  
WATERWORKS

Local Knowledge  
Local Experience  
Local Service, Nationwide\*

Freight	Delivery	Handling	Restock	Misc.	Subtotal:	737.12
					Other:	0.00
					Tax:	0.00
					Invoice Total:	\$737.12

Terms: NET 30

Ordered By: BRIAN

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: [www.waterworks.hdsupply.com/TandC](http://www.waterworks.hdsupply.com/TandC).

Work Change Directive No.

38

Issued By: MJR

Effective Date: 13 April 2016

Date of Issuance: 12 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Catch Basin adjustments to Brant ST redesign gutter elevations. 6 @ \$400.00 = \$2,400.00.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 2,400.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☐ Lump Sum

✓ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:   
Engineer (Authorized  
Signature)

By:   
Owner (Authorized  
Signature)

By: \_\_\_\_\_  
Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00



C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

Work Change Directive No.

39

Issued By: MJR

Effective Date: 13 April 2016

Date of Issuance: 12 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Relocate new water services (services & Air Relief Valve). 2 @ \$275.00 = \$550.00.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 550.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☐ Lump Sum

✓ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

*Aaron Collett*

By:

*Jayson Buchholz*

By:

Engineer (Authorized  
Signature)

Owner (Authorized  
Signature)

Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE(RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

Work Change Directive No. 40

Issued By: MJR

Effective Date: 13 April 2016

Date of Issuance: 12 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Raise Hydrants to match new Brant ST redesign elevations. 2 @ \$700.00 = \$1,400.00.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.  
Corix Water Products, Inc. Invoice.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,400.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☐ Lump Sum

☒ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

*Aaron Collett*

By:

*Jayson Buchholz*

By:

Engineer (Authorized  
Signature)

Owner (Authorized  
Signature)

Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00



**Corix Water Products (US) Inc.**21485 NW MAUZEY ROAD  
HILLSBORO, OR 97124-9307  
USA

Tel: 503-533-2030

Fax: 503-533-9458

www.corix.com

**INVOICE**

COPY

**CORIX**

Water Products.

Invoice Number: 17613003811

Invoice Date: 02/19/16

Page: 1

**Bill To:** C&M EXCAVATION & UTILITIES, LLC  
21287 SW OREGON STREET  
SHERWOOD, OR 97140  
USA**Ship To:** C&M EXCAVATION & UTILITIES, LLC  
21287 SW OREGON STREET  
SHERWOOD, OR 97140  
USA

<b>Cust No.</b>	CMEXCA	<b>Ship Via</b>		<b>P.O. Date</b>	02/19/16
<b>Terms</b>	Net 30 days	<b>Ship Date</b>	02/19/16	<b>P.O. Number</b>	50041 dave
<b>Due Date</b>	03/20/16	<b>Sales Person</b>	Mitch Davis Jr	<b>Our Order No.</b>	17612004351
<b>PST Exempt No.</b>		<b>Creator</b>	MDAVIS	<b>Cust Job Name</b>	Abalone & 30th
<b>GST Exempt No.</b>		<b>Posted By</b>	MDAVIS	<b>Job No.</b>	

Item No.	Description	Unit	Order Qty	Quantity	Unit Price	Total Price
C9U1812	12 DR18 C900 CL235 PIPE	FT	20	20	14.91	298.20
SPU350614	6 SDR35 PVC PIPE 14'	FT	42	42	1.98	83.16
SF419060	6 SDR35 4S BXS	EA	2	2	15.95	31.90
TCCC060060ACCI	6 AC X CI CAULDER COUPLING	EA	1	1	12.88	12.88
FHPK815012	12 KENNEDY K81D 5 1/4 EXTENSION KIT	EA	1	1	467.22	467.22
FHPK815018	18 KENNEDY K81D 5 1/4 EXTENSION KIT	EA	1	1	535.43	535.43

50041  
6070-11

RAISE HYDRANTS

<b>Taxable Amount</b>	<b>Tax Exempt Amount</b>
0.00	0.00

<b>Subtotal:</b>	1,428.79
<b>Invoice Discount:</b>	0.00
<b>Total Sales Tax:</b>	0.00

**Total:** 1,428.79

**Please remit payment to:** Corix Water Products (US) Inc.  
#100, 11020 W. PLANK COURT  
Wauwatosa, WI 53226  
USA

Interest is charged at 2% per month on all overdue amounts

**Work Change Directive No.**

41

Issued By:   MJR  

Effective Date: 13 April 2016

Date of Issuance: 17 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Extension guardrail around corner at 30<sup>th</sup> & Brant.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.  
Coral Construction Co Invoice.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,446.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☒ Lump Sum ☐ Unit Price  
☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:   
Engineer (Authorized  
Signature)

By:   
Owner (Authorized  
Signature)

By: \_\_\_\_\_  
Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)					
1	WCD (25) 35TH INLETS (APPROVED)	1.00	LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00	EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00	LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)					6,599.00
CHANGE #5 (BRANT DESIGN)					
5	SURVEY	1.00	LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00	LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00	CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00	LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00	LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00	EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00	EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00	EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00	EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00	EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00	EA	275.00	550.00
17	HYDRANT RAISING	2.00	EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)					28,630.00
CHANGE #6 (REQUESTED WORK)					
18	GUARDRAIL EXTENSION <i>Materials</i>	1.00	LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00	EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00	EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00	LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00	LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00	SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00	LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00



ITEM #18

GUARDRAIL EXTENSIONS

CHANGE REQUEST

PROJECT: NEWPORT ABALONE & 30TH RDWY  
NEWPORT, OR  
#2302-027

BID DATE: 7/22/15  
ESTIMATE NO: 1507350

PREPARED BY: KRIS KARPSTEIN

REFER  
INQUIRIES TO: KRIS KARPSTEIN

TERMS:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	TYPE 1 MODIFIED ANCHOR	2.00	EA	\$ 595.00	\$ 1,190.00
2	EXTRA FOR 8' RADIUS RAIL	12.50	LF	\$ 15.00	\$ 187.50
TOTAL					\$ 1,377.50

TERMS AND CONDITIONS:

1 ALL ORIGINAL CONTRACT PROVISIONS APPLY.

GUARDRAIL EXTENSIONS  $1377.50 + 5\% = 1446^{00}$

ABOVE PRICE QUOTED FOR IMMEDIATE ACCEPTANCE UNLESS OTHERWISE STATED; APPLY ONLY TO PROJECT SPECIFIED.

CORAL CONSTRUCTION COMPANY

BY: *Kris Karpstein*  
TITLE: ESTIMATOR  
DATE: 2/25/16

Work Change Directive No.

42

Issued By: MJR

Effective Date: 13 April 2016

Date of Issuance: 17 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Rain Drain tie-ins along project area. 6 EA @ \$200.00 = \$1,200.00.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,200.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☐ Lump Sum

✓ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:   
Engineer (Authorized  
Signature)

By:   
Owner (Authorized  
Signature)

By: \_\_\_\_\_  
Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)					
1	WCD (25) 35TH INLETS (APPROVED)	1.00	LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00	EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00	LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)					6,599.00
CHANGE #5 (BRANT DESIGN)					
5	SURVEY	1.00	LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00	LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00	CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00	LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00	LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00	EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00	EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00	EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00	EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00	EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00	EA	275.00	550.00
17	HYDRANT RAISING	2.00	EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)					28,630.00
CHANGE #6 (REQUESTED WORK)					
18	GUARDRAIL EXTENSION	1.00	LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00	EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00	EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00	LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00	LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00	SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00	LS	2,100.00	2,100.00



C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

Work Change Directive No.

43

Issued By: MJR

Effective Date: 13 April 2016

Date of Issuance: 17 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Lower Communication Boxes @ Abalone & 27th, 2 @ \$200.00 = \$400.00.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 400.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☐ Lump Sum

✓ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

*[Signature]*

By:

*[Signature]*

By:

Engineer (Authorized  
Signature)

Owner (Authorized  
Signature)

Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)					
1	WCD (25) 35TH INLETS (APPROVED)	1.00	LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00	EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00	LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)					6,599.00
CHANGE #5 (BRANT DESIGN)					
5	SURVEY	1.00	LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00	LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00	CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00	LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00	LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00	EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00	EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00	EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00	EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00	EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00	EA	275.00	550.00
17	HYDRANT RAISING	2.00	EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)					28,630.00
CHANGE #6 (REQUESTED WORK)					
18	GUARDRAIL EXTENSION	1.00	LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00	EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00	EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00	LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00	LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00	SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00	LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

Work Change Directive No. 44

Issued By: MJR

Effective Date: 13 April 2016

Date of Issuance: 17 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Remove and replace concrete at five (5) locations.

- 1) the curb at 29th and Brant
- 2) the ADA ramp NW corner of 27th & Brant
- 3) Tom's driveway (NE corner 27th & Brant)
- 4) ADA ramp SW corner 27 & Abalone
- 5) 27th ST driveway. Half of driveway was poured the pulled and reformed.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 3,500.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

- ☒ Lump Sum ☐ Unit Price
- ☐ Cost of the Work ☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:   
Engineer (Authorized  
Signature)

By:   
Owner (Authorized  
Signature)

By:   
Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00



Work Change Directive No.

45

Issued By:   MJR  

Effective Date: 13 April 2016

Date of Issuance: 17 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Additional work Concrete Sub-contractor (Misc. forming, pour and edges).

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.

RLC progress billing sheet.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 2,200.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☒ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

*Aaron Collett*

By:

*Jayson Buchholz*

By:

Engineer (Authorized  
Signature)

Owner (Authorized  
Signature)

Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: *6-1-16*

Date: *6.1.16*

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE(RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

PROGRESS BILLING

364

ITEM #22 - CONCRETE WORK

SW ABALONE ST & 30TH ST ROAD IMP



ROGER LANGELEIERS CONSTRUCTION CO.

62880 Mercury Pl \* Bend, OR 97701 \* 541-318-6200 / Fax 541-318-9050  
32929 Roberts Ct. \* Coburg, OR 97408 \* 541-302-6648 / Fax 541-302-6647  
7145 Progress Ct. \* Hillsboro, OR 97124 \* 503-533-5709 / Fax 503-533-7891

RLC Project Number: 15-401  
C&M EXCAVATION & UTILITIES

Bld Qty	Description	Unit	Unit Price	Qty to Date	To Date \$	Prior Qty	Prior \$	Current Qty	Current \$
4180	4in Sidewalk	SF	4.41	3,898.00	17,190.18	3,898.00	17,190.18		
4861	Curb & Gutter	LF	15.03	4,723.50	70,994.21	4,723.50	70,994.21		
ADDED	16" Standard Curb	LF	17.75	211.00	3,745.25	211.00	3,745.25		
420	6" Valley Gutter	SF	13.68	595.00	8,139.60	595.00	8,139.60		
495	Commercial Driveway Approach 8" Reinfo	SF	15.90	607.00	9,651.30	607.00	9,651.30		
1863	6" Residential Driveway	SF	6.92	2,407.00	16,656.44	2,407.00	16,656.44		
800	Handicap Access Ramps	SF	9.21	1,094.00	10,075.74	1,094.00	10,075.74		
90	Truncated Domes	SF	19.38	164.00	3,175.04	164.00	3,175.04		
1668	Footing for CMU Walls	SF	29.58						
EXTRA	Set Standard Catch Basin Top with Frame & Grate 2-15-16	LS	599.26	1.00	599.26	1.00	599.26	(22)	
EXTRA	11" Wide / 9" Deep Thickened Edge at Back of Sidewalk 2-22-16	LS	672.99	1.00	672.99	1.00	672.99	(22)	
EXTRA	Labor to Re-Set Forms on 3-7-16	HRS	58.33	1.00	58.33	1.00	58.33	(22)	
EXTRA	Add'l Concrete Thickened Edge 3-16-16	LF	5.47	97.00	530.59	97.00	530.59	(22)	
EXTRA	Overrun, Over 5%, Low Grade 3-17-16	CY	125.00	2.00	250.00	2.00	250.00	(22)	
EXTRA	9' Long Step 3-17-16	LS	231.37	1.00	231.37	1.00	231.37	(22)	
EXTRA	6" DRIVEWAY 4-8-16 (AT UNIT PRICE)	SF	6.92	340.00	2,352.80	-	-	(1) 340.00	2,352.80
EXTRA	HANDICAP RAMPS (UNIT PRICE)	SF	9.21	161.00	1,482.81	-	-	(2) 161.00	1,482.81
EXTRA	4' CURB EXTENSION	LF	-	-	NO CHARGE	-	-	-	NO CHARGE
EXTRA	1 ADDED MAN DAY PER BILL S. & RICK L.	EA	400.00	1.00	400.00	-	-	(3) 1.00	400.00

2092.54 + 590  
\$ 2200.00

TOTAL BILLED: \$ 146,205.91  
LESS Retainage: 5.0% 7,310.30  
NET AMOUNT: \$ 138,895.61  
PAYMENTS: (114,999.26)  
TOTAL DUE: \$ 23,896.35

141,970.30  
7,098.51  
134,871.78

4,235.61  
211.78  
4,023.83

50041 (1) 7620-49  
(2) 7620-50  
(3) 7020-50

**Work Change Directive No.**

46

Issued By:   MJR  

Effective Date: 13 April 2016

Date of Issuance: 17 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&amp;M Excavation &amp; Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone &amp; 30th Roadway Improvements Contract Name: Abalone &amp; 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Permanent Erosion Control (Matting East Brant Wall), \$3 / SY x \$275.00 = \$825.00.

Attachments: *[List documents supporting change]*

C &amp; M Ledger of Additional Work.

**Purpose for Work Change Directive:**Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 825.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**☐ Lump Sum

✓ Unit Price

☐ Cost of the Work☐ Other

RECOMMENDED:

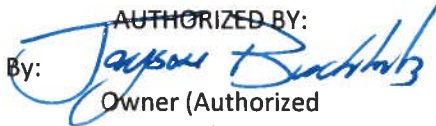
AUTHORIZED BY:

RECEIVED:

By:



By:



By:

Engineer (Authorized  
Signature)Owner (Authorized  
Signature)Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6.1.16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE(RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
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21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00



Work Change Directive No.

47

Issued By: \_\_MJR\_\_

Effective Date: 13 April 2016

Date of Issuance: 17 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&amp;M Excavation &amp; Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone &amp; 30th Roadway Improvements Contract Name: Abalone &amp; 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Transition, grading &amp; cleanup 35th &amp; Anchor Way.

Attachments: *[List documents supporting change]*

C &amp; M Ledger of Additional Work.

**Purpose for Work Change Directive:**Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*☐ Non-agreement on pricing of proposed change.☒ Necessity to proceed for schedule or other Project reasons.**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 2,100.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**☒ Lump Sum☐ Unit Price☐ Cost of the Work☐ Other

RECOMMENDED:

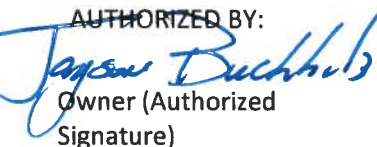
AUTHORIZED BY:

RECEIVED:

By:

Engineer (Authorized  
Signature)

By:

Owner (Authorized  
Signature)

By:

Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE(RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

Work Change Directive No.

48

Issued By:   MJR  

Effective Date: 13 April 2016

Date of Issuance: 17 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&M Excavation & Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone & 30th Roadway Improvements Contract Name: Abalone & 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Install Barricade @ 35th ST.

Attachments: *[List documents supporting change]*

C & M Ledger of Additional Work.

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 975.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

☒ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:   
Engineer (Authorized  
Signature)

By:   
Owner (Authorized  
Signature)

By: \_\_\_\_\_  
Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE(RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

## B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

**Work Change Directive No.****49**Issued By:   MJR  

Effective Date: 13 April 2016

Date of Issuance: 17 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&amp;M Excavation &amp; Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone &amp; 30th Roadway Improvements Contract Name: Abalone &amp; 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Centerline Removal @ Abalone in ODOT ROW.

Attachments: *[List documents supporting change]*C & M Ledger of Additional Work.  
SPM Invoice.**Purpose for Work Change Directive:**Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 1,598.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

✓ Lump Sum

☐ Unit Price☐ Cost of the Work☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

Engineer (Authorized  
Signature)

By:

Owner (Authorized  
Signature)

By:

Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date:

6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:



C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)					
1	WCD (25) 35TH INLETS (APPROVED)	1.00	LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00	EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00	LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)					6,599.00
CHANGE #5 (BRANT DESIGN)					
5	SURVEY	1.00	LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00	LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00	CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00	LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00	LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00	EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00	EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00	EA	350.00	1,050.00
14	WATER VALVE(RISER ADJUSTMENTS)	6.00	EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00	EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00	EA	275.00	550.00
17	HYDRANT RAISING	2.00	EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)					28,630.00
CHANGE #6 (REQUESTED WORK)					
18	GUARDRAIL EXTENSION	1.00	LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00	EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00	EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00	LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00	LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00	SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00	LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00



Specialized Pavement Marking Inc.

L2C

## Progress Report #2 - Work Performed 04/01/16 - 04/15/16

3750 Newport Abalone and 30th Roadway Improvements

Billing Date: 04/15/16  
 Unitary Billing #: 2  
 Final Billing Estimate: YES

Number	Item Name	Unit	Price	Contract Quantity	Original Contract	Previous Quantity	Previous Amount	Present Quantity	Present Amount	Total Quantity	Total Amount
52	12" Wide Thermoplastic Stop Bar / Crosswalks	LF	\$8.50	280.00	\$2,380.00	85.00	\$ 722.50	223.00	\$ 1,895.50	308.00	\$ 2,618.00
53	Continental Crosswalk Pavement Markings	LF	\$8.50	280.00	\$2,380.00	144.00	\$ 1,224.00	270.00	\$ 2,295.00	414.00	\$ 3,519.00
54	Painted Pavement Markings (4" Wide) Any Color (Yellow - White)	LF	\$1.75	2,062.00	\$3,608.50	4,466.00	\$ 7,815.50	-	\$ -	4,466.00	\$ 7,815.50
55	Thermoplastic Pavement Markings (Directional Arrow, Symbols, Etc.)	EA	\$300.00	3.00	\$900.00	3.00	\$ 900.00	-	\$ -	3.00	\$ 900.00

Change Orders

CO-1	Stripe Removal by Grinding	LF	\$2.00	800.00	\$1,600.00	761.00	\$ 1,522.00	-	\$ -	761.00	\$ 1,522.00
CO-2	Additional Mobilization for Legend Work	EA	\$1,250.00	1.00	\$1,250.00	-	\$ -	1.00	\$ 1,250.00	1.00	\$ 1,250.00

<u>\$12,118.50</u>	Total	\$ 12,184.00	\$ 5,440.50	\$ 17,624.50
	Ret 5 %	\$ (609.20)	\$ (272.03)	\$ (881.23)
	Net	\$ 11,574.80	\$ 5,168.48	\$ 16,743.28

ITEM # 26

$$1522 + 570 = 1598^{60}$$

**Work Change Directive No.****50**Issued By:   MJR  

Effective Date: 13 April 2016

Date of Issuance: 17 May 2016

Owner: City of Newport

Owner's Contract No.: 2014-002

Contractor: C&amp;M Excavation &amp; Utilities, LLC.

Contractor's Project No.:

Engineer: Civil West Engineering Services, Inc.

Engineer's Project No.: 2302-027

Project: Abalone &amp; 30th Roadway Improvements Contract Name: Abalone &amp; 30th Roadway Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Hydro-seeding (split 50/50).

Attachments: *[List documents supporting change]*

C &amp; M Ledger of Additional Work.

Northwest Hydro-Mulchers, Inc. Invoice.

**Purpose for Work Change Directive:**Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*☐ Non-agreement on pricing of proposed change.

✓ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 2,213.00 [increase] .

Contract Time 0 days [increase] .

**Basis of estimated change in Contract Price:**

✓ Lump Sum

☐ Unit Price☐ Cost of the Work☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

Engineer (Authorized  
Signature)

By:

Owner (Authorized  
Signature)

By:

Contractor (Authorized  
Signature)

Title: Aaron Collett (PE/PM)

Title: Jayson Buchholz, PE

Title: William D. Sproul, Member

Date: 6-1-16

Date: 6-1-16

Date:

Approved by Funding Agency (if applicable)

By:

Date:

Title:

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
CHANGE ORDER #4 (CURRENT WCD)				
1	WCD (25) 35TH INLETS (APPROVED)	1.00 LS	2,050.00	2,050.00
2	WCD (26) CONTRACT COMPLETION (APPROVED)	1.00 EA	0.00	0.00
3	WCD (27,28) 26TH/BRANT GRADING (APPROVED)	1.00 LS	4,549.00	4,549.00
TOTAL CHANGE ORDER #4 (CURRENT WCD)				6,599.00
CHANGE #5 (BRANT DESIGN)				
5	SURVEY	1.00 LS	1,700.00	1,700.00
7	CLEARING&GRUBBING (INCL (3) TREE REMOVALS)	1.00 LS	2,600.00	2,600.00
8	EXCAVATION/EMBANKMENT (20 TRUCK LOADS@23CY)	460.00 CY	23.00	10,580.00
9	GRADING&SHAPING (SEAVIEW PROPERTY)	1.00 LS	3,200.00	3,200.00
10	LOWER COMMUNICATION CONDUITS (TWO RADIUS AREAS)	1.00 LS	650.00	650.00
11	MANHOLE ADJUSTMENTS	1.00 EA	250.00	250.00
12	MANHOLE RECONSTRUCTS	4.00 EA	800.00	3,200.00
13	SEWER CLEANOUT (RECONSTRUCTS)	3.00 EA	350.00	1,050.00
14	WATER VALVE (RISER ADJUSTMENTS)	6.00 EA	175.00	1,050.00
15	CATCH BASIN ADJUSTMENTS	6.00 EA	400.00	2,400.00
16	RELOCATING WATER SERVICES (SERVICES&ARV)	2.00 EA	275.00	550.00
17	HYDRANT RAISING	2.00 EA	700.00	1,400.00
TOTAL CHANGE #5 (BRANT DESIGN)				28,630.00
CHANGE #6 (REQUESTED WORK)				
18	GUARDRAIL EXTENSION	1.00 LS	1,446.00	1,446.00
19	RAIN DRAIN PLUMBING (APPROVED)	6.00 EA	200.00	1,200.00
20	LOWER COMMUNICATION BOXES (ABALONE&27TH)	2.00 EA	200.00	400.00
21	REMOVE AND REPLACE CONCRETE (FIVE DIFFERENT LOCATIONS)	1.00 LS	3,500.00	3,500.00
22	CONCRETE-SUBCONTRACTOR (MISC-FORM/POUR AND EDGES)	1.00 LS	2,200.00	2,200.00
23	PERMANENT ERC (MATTING EAST BRANT WALL)	275.00 SY	3.00	825.00
24	TRANSITION-GRADING/CLEANUP (35TH DRIVEWAY CONNECTION)	1.00 LS	2,100.00	2,100.00

C & M CONSTRUCTION, INC.  
IB551

B I D F O R M C A L L - O U T S H E E T

ESTIMATE : 50041- ABALONE&30TH-FINAL WCD LEDGER  
ALTERNATE : 1

ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
25	BARRICADE INSTALL (35TH&ABALONE)	1.00 EA	975.00	975.00
26	CENTERLINE REMOVAL (ABALONE-ODOT RW)	1.00 LS	1,598.00	1,598.00
27	HYDROSEEDING (SPLIT 50/50)	1.00 LS	2,213.00	2,213.00
TOTAL CHANGE #6 (REQUESTED WORK)				16,457.00
BID TOTAL :				51,686.00

## Invoice

Northwest Hydro-Mulchers, Inc.  
37821 SE Bear Creek Lane  
Boring, OR 97009  
503-668-5531  
503-668-5532

ITEM #27  
PERM ERC

DATE

INVOICE #

3/28/2016

47223

## BILL TO:

C&M Excavation & Utilities, LLC  
PO Box 1624  
Sherwood, OR 97140

50041  
1080-1

NO BID ITEM FOR  
SEEDING OR LANDSCAPING  
OR ERC.

SPLIT 50/50 (NO MARKUP)  
= 2213.00

P.O. NUMBER

TERMS

PROJECT

Net 30 days

QUANTITY	DESCRIPTION	RATE	AMOUNT
----------	-------------	------	--------

Jobsite: Newport Oregon

3 Hydroseed 3 acres @ \$1475.00/acre

1,475.00

4,425.00

## Materials:

Seed: Sunmark Seeds TurfWorx Seed Mix

Fertilizer: 16-16-16

Mulch: Wood Fiber &amp; Paper Fiber

Tackifier: Natural Tack

On Jobsite: 3/23/16

Sales Tax

7.60%

0.00

Thank You!

Thank you for your business!

TOTAL

\$4,425.00